

Renewal
APPLICATION

RECEIVED
OCT 30 2000
CHARTER SCHOOLS

ORIGINAL

00001

Table of Contents

Coversheet	1
Charter School Performance Review	2
Statement of Need	3
Vision of the School	4
Goals for the School	4
Educational Plan	10
School Demographics	18
Geographic Boundaries and Statements of Impact	19
Community Support	20
Human Resource Information	21
Business Plan	23
Governance of the Sponsoring Entity	28
Evidence of Eligibility of Sponsoring Entity	30
Attachments	

TEXAS EDUCATION AGENCY

APPLICATION

Open-Enrollment Charter School Renewal Application

Coversheet

Name of School: Blessed Sacrament Academy Charter High School

Current Grade Levels Served: 9-12 Additional Grade Levels Requested: None

Maximum Grade Levels to be Served: 9-12

Current Enrollment: 180 Maximum Authorized Enrollment: 180

Name of Sponsoring Entity: Blessed Sacrament Academy, Inc.

Check One: ☒ 501(c)(3) Nonprofit Organization
☐ Governmental Entity
☐ College or University

SBOE District: _____

Chairperson of Board of Sponsoring Entity: Sr. Odilia Korenek, IVBS

Applicant Mailing Address: 1135 Mission Road, San Antonio Texas 78210

Contact Phone #: 210-532-4731 Fax #: 210-534-6568

Chief Executive Officer of School: Joseph G. Rendon, LMSW

CEO/School Contact Phone #: 210-532-9161 Fax #: 210-533-5612

CEO/School Contact E-mail Address: [REDACTED]

CEO/School Mailing Address: 1135 Mission Road, San Antonio Texas 78210

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

Sr. Odilia Korenek 10-26-2000
 Signature of Chief Executive Officer of Sponsoring Entity/Date

Sr. Odilia Korenek 10-26-2000
 Signature of Chairperson of the Governing Board of the Sponsoring Entity/Date

**Open-Enrollment Charter School
Renewal Application**

APPLICATION

1. CHARTER SCHOOL PERFORMANCE REVIEW

The charter school seeking renewal will submit in a concise manner information that delineates the degree to which they have achieved the measures set forth in their original charter application: student achievement, enrollment, financial, and other measures specifically identified in the original charter application. The charter school will also document the accomplishment of all provisions contained in the charter relating to the educational program [(1), (3), (4), (6), (7), (8), (10), (11), (12), (13) of Oct. 13, 1995 application] and components that support the program.

Blessed Sacrament Academy Charter High School has achieved beyond the goals originally set in 1996. We have addressed the population that continues to be neglected and have made strides in the right direction to reverse the current trend. In our original application we indicated that we would strive to offer a program that was equal in academia and in a social skills program. This is evidenced by the two full-time school social workers that we have on staff. They address the social skills curriculum that was set forth in the original application. Our enrollment goal of 180 students has been met every year. We continue to have a waiting list of approximately 100 students throughout the school year. We cannot accept any more students due to a lack of space.

In our original application we indicated that we would use the TAAS test as an assessment tool to identify specific levels of student performance. We stated that we would achieve a passing rate that meets or exceeds standards for the selected student population. We have been under the alternative accountability system for three years. Our first year as a charter we were not rated and the three subsequent years we had passing rates on all three tests. We are in the middle of our fifth year and have not received the results from our fifth year.

Our school indicated that the governing structure would include the BSA President, Principal, school treasurer, faculty representative and a business community representative. We have all these individuals and have expanded our governing board to include a certified public accountant, attorney, and business people from the community.

The qualifications of the professional staff are a minimum of a bachelor's degree. At least 50 percent will hold or be working towards Texas teacher certification.

Our staff also participates monthly in staff development that addresses the needs of our at-risk students.

Every year our staff drafts a budget to be approved and adopted by the school board. The process is similar to the process of any school and must be approved in a timely manner and uses the education service center's software.

Blessed Sacrament Academy Charter High School has retained the services of Garza/Gonzalez and associates to conduct the financial annual audit and they submit their findings to the Texas Education Agency. Blessed Sacrament Academy Charter High School participates in the Public Education Information Management System with the help of the education service center in our area. We utilize the service center's software to make our submissions through the internet. The school is in the original location stated in our first application.

The charter school did serve the students in the geographical area originally targeted. We continue to serve the students in that area. There are approximately 30 school districts and charter schools in that area today.

2. STATEMENT OF NEED

- A. Describe the continuing need of this charter school. Provide evidence that there is a sufficient demand for the educational program you are providing and plan to provide for the next five years.

It is our belief that the community and our society need the school. We serve the students that are often known as at-risk students. All of our students are transfer students and it is not the first time that they are in the public school system. Our students come to us with poor reading, writing, and math skills. Our school attempts to take them back and work on the skills that they missed when they were in elementary school or middle school. There are many students in the traditional public school system that cannot and will not learn in that type of environment.

We have many letters of support that indicate the need for our school and the service that we are providing. **SEE ATTACHMENT A**

We are also attaching a list of students on the waiting list that continues to grow monthly. Many of our students and parents feel that they would rather wait to enroll in our school than attend any other school. **SEE ATTACHMENT B**

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

The charter school model is the appropriate vehicle to address this need because the policies and procedures set forth in the school meet the individual needs of this type of student. It is important for the teachers to be able to facilitate learning in the classroom and understand and teach the students according to the Texas Essential Knowledge and Skills. However, this may or

may not be a certified teacher. In our setting, it is very important for a person to be able to connect with our students and develop a relationship that is unique. All of our teachers are degreed but they may have gained their experience in a different setting than in a university classroom. As we deal with the most challenging students in the state, it is important for us to be able to address the disciplinary issues differently than in Chapter 37 in the Education Code.

As we develop a program that meets the needs of 180 students it becomes evident that we may have only been able to meet that need simply because we are much smaller. It is vital that we maintain our enrollment at 180. We feel that in order to continue to provide the type of service that we are providing, we must keep the enrollment down.

3. VISION OF THE SCHOOL

Describe the long-range vision of the school for the next five years specifically how that vision supports student learning of the Texas Essential Knowledge and Skills and any other learning goals unique to the charter school.

The BSA program's primary goal is to assist students in their quest for a high school diploma. In accordance with § 28.002 of the Texas Education Code, all classes taught at BSA follow the TEKS.

However, the academic aspect of the student's life is only one area that is addressed by BSA. BSA fosters the concept that in order to help the student be successful, the whole person must be addressed, therefore BSA works with the student, not only on an academic level, but a social level as well. A variety of services including counseling, job placement, job training, college application/financial aide assistance are offered to ensure that the student will meet their primary goal of a high school diploma, but also gain valuable knowledge and assistance that will help them with their quest to complete high school.

It is the goal of the school therefore to help change not only the life of the student, but possibly the lives of their present and/or future families as well.

4. GOALS FOR THE SCHOOL

A. Student Goals: Improvement and Attainment

1) Goals and Objectives

- a) Describe the school's academic goals for student learning for the next 5 years. This section should convey how the charter school addresses requirements relative to the Texas Essential knowledge and Skills. **Note:** The goals must identify performance standards that meet or exceed the level of student performance required under the state accountability

system (i.e., TAAS). TAAS goals should also be expressed in terms of TLI (Texas Learning Index) improvements. The school may also identify goals for pre/post testing, passing rates, courses passed, end-of-course exams, and other measures.

As with most other schools, TAAS is a major concern for BSA. Examination of BSA's TAAS data has shown passing rates to be lower than desired. Over the next five years, BSA will endeavor to raise the percentage of students passing with a 70% mastery or higher on each section of the exam. This will be a school-wide endeavor with all faculty and staff participating to assist in making this goal a reality. While BSA has all ready seen an increase of TLI scores of students who have been unsuccessful in passing the TAAS, a more defined plan to assist each student in accomplishing an annual TLI growth of 100% of their previous or current TLI score.

BSA plans to increase the level of academics so that students surpass the minimum requirements to graduate. Within the next five years, BSA will work with Region 20 to align the school's curriculum so that the course sequence for the Recommended Graduation Plan will be available to the student with the eventual phasing out of the Minimum Graduation Plan as the ultimate goal in this respect.

BSA will also be working with Region 20 to align it's curriculum so that it will better prepare the students to be able to pass TAAS 2 as it comes into effect in year 2003 in accordance with Senate Bill 103.

- b) Describe any other 5-year goals for student performance unique to the charter school.

A concern of BSA to be addressed is increasing the retention rate of the school. Over the next five years, BSA will endeavor to at least cut in half the number of students classified as drop outs from it's program.

In addition to the academic goals to be accomplished, BSA strives to address the needs of the whole student. It is for this reason that BSA addresses the social and developmental needs of the student and plans to enlarge the scope for which the student's needs are addressed.

In order to better serve the needs of our students, BSA plans to continue to enlarge the scope of services offered. It is for this for this reason that a more defined college awareness program will be instituted at BSA. Many of the students presently in attendance will be the first in their families to attend an institution of higher learning, and as such they have no resources to turn to to assist them in the process of locating and applying to the university that will best serve their chosen field of interest.

Although BSA all ready assists it's students in this manner on an informal basis, a more precise and detailed program will be set forth with university representatives brought to the students as well as visits to various campuses made available to the individuals in question.

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

- TAAS
- Specialized TAAS terminology and wording will be identified, listed and used as a resource by all teachers. This information will be obtained from released TAAS tests and TAAS Study Guides.
 - Teachers in all subject areas will use TAAS vocabulary, terminology, and wording to familiarize all students with TAAS format. This information will also be obtained from Released TAAS tests and TAAS Study Guides.
 - TAAS math operation key words will be posted and used as a resource in all math classes as well as common areas of the school.

Recommended Graduation Plan

- Present course schedules will be geared toward incoming students being prepared for classes of a higher level (especially in core curriculum areas).
- Administration of BSA will meet with Region 20 professionals to assist in planning a realistic course of action to obtain the goal in question.
- Before and after school tutoring will be provided for students deficient in the qualifications of the Recommended Graduation Plan.

- TAAS 2
- BSA Administration will work with Region 20 professionals to plan a course of action in determining the courses and course sequence necessary for student TAAS 2 success.
 - BSA faculty will attend workshops to align curriculum to the TEKS.
 - Before and after school re-mediation tutoring programs will be made available to students whose present scores reflect such a need.

- 3) Clearly state how progress will be measured relative to each of these objectives. Name assessment instruments to be used.

TAAS: Progress concerning this objective will be measured by examination and comparison of previous and current TAAS result reports. Examination of these reports will show the increase (if any) with the students who have

taken advantage of the additional TAAS Preparation being offered as part of the BSA program.

Recommended Graduation Plan: Progress will be determined by the evolution of the courses being offered at BSA matching the sequence listed in the Texas State Graduation Requirements. The rate of this evolution will be based on passing rates of students in classes considered to be prerequisites for the additional requirements for the Recommended Graduation Plan.

TAAS 2: Immediate progress for this objective will be determined by documentation of meetings with Region 20 professionals mapping out a course of action to prepare students for TAAS 2. Final progress for this objective will not be available until the results of the first TAAS 2 exam have been submitted to BSA for review.

- 4) Clearly state when and how annual progress in meeting objectives will be reported to the SBOE, agency and the public.

With objectives regarding TAAS and TAAS 2, annual progress is reported by the TAAS AEIS reports that are submitted to each school.

Annual progress concerning the upgrading of curriculum to encompass the requirements for a Recommended Graduation Plan can and will be reported to SBOE at the completion of each school year to show the evolution of the sequence of courses.

B. Other School Goals

- 1) Describe the goals of the school as an entity for the next 5 years. (growth, facilities development, etc.)

In the upcoming five years, BSA plans to build a larger facility in which to house it's programs. The new facility will be constructed on the existing campus, and will enable the BSA program to increase the school's population.

In addition to a new facility, BSA will takes steps to raise the retention rate of the school so that by the close of the upcoming five years, BSA's will have at least an 95% retention rate for it's students.

In conjunction with raising the retention rate of the school, BSA is establishing an organized and precise absentee system to ensure that students are accounted for in as accurate method as possible.

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

Facility – Reports from the corporate board detail the progress being made in the fund raising efforts that will enable the new facility to be built.

- Reports to the corporate board from the firm charged with raising funds detail the progress being made toward the goal.
- Presentations made by the fund raising firm to public entities to garner support monetary or otherwise to ascertain this goal.

Retention Rate

- BSA has retained the services of a full time retention officer to track student attendance.
- Every student who is absent receives a telephone call to the home to ascertain the reason for the student's absence from the school.
- Students with at least 2 – 3 absences, whose parents/guardians cannot be reached by telephone are the recipients of a home visit to ascertain the reason for the student's continued absence from the school.

Absentee System

- BSA has retained the services of a full time retention officer who closely monitors the absentee rate of each student registered in the school.
- The retention officer is responsible for contacting the parent/guardian of each student who is absent for even one day to establish that the parent/guardian is aware of the student's absence and the reason for the absence.

If excessive absences are shown, the retention officer will take the necessary steps to bring the student and/or their parents to the attention of the proper legal authorities.

- 3) Clearly state how progress will be measured relative to each of these objectives. Name assessment instruments to be used.

Facility

- Progress in this respect will be determined by reports from the fund raising firm made to the corporate board of the BSA program to detail the funds still required to meet the set goal.

Retention Rate

- Retention rate progress is measured not only by weekly reports from the retention officer to the administration, but by daily attendance reports to the school administration from the attendance clerk of the school. Information from these reports details absentee rates of students so that individual attention can be focused on a student at risk of dropping out of school.

Absentee System

- Progress in the organization of the absentee system is measured by detailed reports submitted from the retention officer to the administration of the school. Said reports detail each student, the number of absences obtained by that student and whether each absence has been excused or unexcused.

- 4) Clearly state when and how annual progress in meeting objectives will be reported to the SBOE, agency and the public

Facility

- Facility progress can be reported annually at the end of each school year by means of a report submitted to the SBOE from BSA.

Retention Rate

- Retention rate progress is reported annually to the state by means of PIEMS submission.

Absentee System

- Absentee system progress can be reported annually at the end of each school year by means of a report submitted to the SBOE from BSA. The system, unlike other goals will be in a continuous state of evolution to ensure that each individual student is being monitored in terms of their attendance.

5. EDUCATIONAL PLAN

APPLICATION

A. Describe the educational program of the school. Indicate clearly how these areas will be strengthened over the next 5 years.

- 1) Tell how the program incorporates the required minimum curriculum as provided by Section 28.002, Texas Education Code. Describe the scope and sequence of the curriculum as delivered by the charter school with particular attention to the core curriculum, i.e., reading, mathematics, science and social studies.

In accordance with Texas law, BSA is currently adhering to the requirements as stated by 28.001, **Required Curriculum**. The sequence of classes followed by BSA students towards graduation is as follows:

Freshman	Sophomore	Junior	Senior
English 1A	English 2A	English 3A	English 4A
Math Models 1A	Algebra 1A	Geometry 1A	Elective
Biology 1A	IPC 1A	Public Speaking	Elective
World Geography 1A	World History 1A	U.S. History 1A	Government
FPF	PE AA	Team Sports	Economics
English 1B	English 2B	English 3B	English 4B
Math Models 1B	Algebra 1B	Geometry 1B	Computer Science 1B
Biology 1B	IPC 1B	U.S. History 1B	Elective
World Geography 1B	World History 1B	Computer Science 1A	Elective
Health	Elective	Elective	Elective
Elective	Elective	Elective	Elective

- 5) Describe any unique curricular experiences offered by the charter school that enhance student success beyond the minimum curriculum.

In addition to required curricular offerings in the core subjects, a variety of additional subjects are offered to enhance the learning experience of the students. Students are offered the ability to take for elective credit courses including Parenting, Child Development, Family Health, Career Studies, Business Law, and Family/Career Management. Classes of this nature offer the student not only an academic challenge, but skills and information that will be useful to them in their every day future lives.

APPLICATION

- 6) Describe how the program incorporates the Texas Essential Knowledge and Skills (TEKS) into the curriculum and address goals, objectives, and content in all subject areas and grade levels.

The BSA academic program incorporates the TEKS into the curriculum by assuring that each class is in accordance with the TEKS mandated by the state of Texas. This assurance is observed by the schools administration by thorough examination of each instructors lesson plans, informal observations of classes (to ensure that lesson plans are being followed), and formal PDAS evaluations.

- 7) Describe the connection between the TEKS, classroom instruction and assessing student progress.

Classroom instruction at BSA is driven by the TEKS mandated by the State of Texas. Each teacher receives a copy of the TEKS for the classes they teach and lesson plans are scrutinized to ensure that their classes are in accordance. Student progress is assessed in a variety of manners including local testing in each class as deemed necessary by the individual instructor. Student's progress is also assessed by means of end of course examinations (where applicable), examination of TAAS data, comparison of TLI scores from present and previous TAAS exams when a student has been unsuccessful in one or more parts of the TAAS exam, and results of the TABE given to each new student as they enter the BSA program.

- 5) Describe how the program prepares students to meet state graduation requirements.

In addition to core curriculum, the BSA program offers students additional assistance in acquiring state graduation requirements. Every student at BSA has available to them the Learning Support Network (LSN) in which all teachers are made available to the students Monday through Thursday from 2:00 p.m. to 4:30 p.m. for tutoring purposes in any subject. In addition to LSA, students also have available to them The TAAS DAWGS which consists of additional classes taught before regular school hours that provides students with additional instruction in skills necessary for them to successfully complete TAAS.

- 6) Describe teaching methods used. Tell how this pedagogy enhances student learning. Include information about materials, strategies, techniques and procedures used to meet the needs of the student population.

While many teachers utilize the direct teaching method of instruction, this is not the only instrument of instruction practiced. In order to meet the needs of all types of learners, teachers at BSA vary their method of instruction to include visual representations for visual learners, music and recitation for

auditory learners (where applicable), hands on activities for kinesthetic learners, and various sorts of problem solving exercises that benefit the student regardless of the subject being taught by means of ROPES training. BSA has a ROPES course on the campus and with six of the eleven teachers certified in ROPES, these types of activities are another option for the instructors to reach the students who may have difficulty when more traditional methods are utilized.

- 7) Describe your assessment of individual student performance in the core academic areas. Describe the instruments used and instructional planning the process to be achieved and the methods of measurement to be used.

Upon entering the BSA program, each student takes the TABE so that an assessment of their skills can be made. The test is then retaken by each student within the following semester so that comparisons between the scores might be made. In addition to utilizing the TABE, a comparison of student present and previous TAAS TLI scores is made in the event that the student has not yet successfully completed all portions of the exam to see if the student is gaining toward passing TAAS. TAAS data is examined to determine what areas of study need additional concentration so that students may have additional assistance available to them. Scrutiny of TAAS data revealed that students required additional assistance in Math to enable them to pass the test. As a result, The TAAS DAWGS program was initiated to offer students additional assistance in math skills. The success of this program will be determined over time by tracking the group of students comprising The TAAS DAWGS to see by what amount their math scores improve or if they have a higher passing rate than students who did not participate in the program.

- 8) Describe the methods to identify the educational strengths and needs of individual students.

Every three weeks, students at BSA are assessed by each of their teachers and progress reports are issued. Meetings between the teachers and Vice-Principal corresponding with the time period in which progress reports are issued assure that the needs of students showing lack of progression are addressed. As a result of this identification, students are made aware of their current academic standing and additional tutoring is made available to them. The needs of students experiencing difficulties are not the only determinations made by progress reports. Student performance can dictate course offerings made in the following semester's schedule. For example, a group of students excelling in the math courses presently taught at BSA showed that additional offerings were necessary. BSA course schedule was adjusted to allow the offering of more advanced math classes.

- 9) Describe the extent to which program goals and performance standards are being met.

Strides have been made toward the accomplishment of BSA goals. Examination of TAAS data shows that while some students are still having to retake portions of the TAAS, their TLI scores have improved, moving them closer to success. The inclusion of a retention officer on the BSA staff has helped the retention rate and the absentee rate of the school to decrease.

- 10) Describe how student evaluation results are used by the school to improve instructional programs.

Areas of low performance have been identified by results of TABE testing, examination of TAAS data, end of course testing, and local classroom testing. Brainstorming sessions between staff and administration have helped to develop programs to assist students in performance goals (i.e.: The TAAS Dawgs, Saturday TAAS Academy, etc.)

- 11) Describe professional development opportunities that will be offered to support the mission of the school.

BSA is currently working with Region 20 to provide various workshops and seminars to assist not only teachers, but support staff as well to better work with our chosen population.

B. Special needs Students/Programs

- 1) Describe in detail how your school accommodates students with SPECIAL EDUCATION needs. Address the following:

- a) Child Find

BSA currently follows all state and federal laws in accordance with child find policies. Utilizing informational pamphlets, flyers and posters, BSA has posted the special education services available in areas of local congregation (businesses, churches, etc.). BSA has also, through use of a form letter, made available special education services known to private and parochial schools in the district area.

- b) Confidentiality

All records, files and materials relevant to special education students are kept in a secured location, monitored by Special Education Instructor Mr. Johnnie Young. A list of faculty and staff with access to special education files is maintained by Mr. Young and Vice Principal Ms. Brigitte Bedolla. Faculty and staff requiring access to said files must sign the appropriate logs and observe them in the confines of Mr. Young's office. Any other individuals requiring access to special education files must first request and obtain parental and/or student permission (dependant on age of student in question).

- c) Procedural Safeguards

All procedures regarding special education students are monitored on a constant and continuous basis by Special Education Instructor, Mr. Johnnie Young, Vice Principal, Mr. Brigitte Bedolla, and Executive Director of the Special Education Cooperative of which BSA is presently a member, Ms. Gail Raney.

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

All ARD notices are supplied a minimum of five days in advance of said meetings to assure that all necessary members of committee are present (faculty members, administrator, diagnosticians, etc). If a special education student's file indicates that English is not the primary language spoken in the home, notices are supplied in Spanish or which ever language is deemed necessary.

- e) Assessment of Children to determine eligibility

When a student has been identified either by faculty or parent as having the possibility of qualifying for special education, diagnosticians, child psychologists, speech therapists or which ever professional deemed necessary to address the student's area of concern is scheduled and provided by the special education cooperative of which BSA is currently a member.

f) Development and implementation of the Individual Educational Plan (IEP)

development and implementation of the special education student's IEP is accomplished by the consultation of the student's present instructors with special education instructor Mr. Johnnie Young. When possible, student's past teachers are also consulted so that as much information as possible can be provided in order to best assist the student. Recommendations of the faculty members are presented to the student's parent(s) and the ARD committee and the plan is accomplished.

g) Least Restrictive Environment (LRE) Placement

Special Education Students' LRE is determined by the ARD Committee. The committee determines how the student's needs are best served. These needs are met either by BSA directly or by the special education cooperative of which BSA is presently a member.

h) Transition Planning

Transition Planning is accomplished by interview of the student in question. Dependent on the interest expressed, the services of the school Guidance Counselor and College Services Individual are made available for students seeking higher education (either collegiate or technical school) or the possibility of entering one of the United States Armed Forces. Students wishing to enter the workforce immediately upon completion of high school have the services of the Pathways Program as well as Career and Technology Education training made available to them.

i) Certified Personnel for the provision of services to children with special needs

Presently, BSA employs as its Special Education Instructor, Mr. Johnnie Young. Mr. Young currently holds an Emergency Certification in Special Education, valid for the 2000 - 2001 school year, and will be sitting for the ExCET in order to secure special education certification.

APPLICATION

Students withdrawn from BSA accomplish an Exit ARD to withdraw them from BSA's Special Education Program as well. Services for special education students who have been withdrawn from the BSA program are continued either from special education professionals from BSA and it's cooperative, or by referral of the student to an alternative educational placement with the School of Excellence who will become the responsible entity for servicing the student in question.

- 2) Describe how your school meets the needs of children who qualify for **other federal programs** such as: Title I Part A; Title I Part C; Title I Part D, subpart 2; Title II Part B; Title IV; Title VI Innovative Strategies; Title VI Class-size Reduction Program; and Section 504.

Our school receives federal programs Title I Part A and Title VI Class-size Reduction Program. We are a school-wide campus and all our students are served with the monies. They are served by two school social workers to address the social issues that they face on a daily basis. This focus allows the student to work on personal issues and free their minds to put their energy into the curriculum and academics.

Our school receives approximately \$6,000.00 for the Title VI Class-size Reduction Program. We utilize these monies to help with the teacher to student ratio.

Blessed Sacrament Academy Charter High School is a part of the Region XX shared services arrangements for Title II Part B, Title IV and Title VI Innovative Strategies programs. The Title II Part B program allows our staff to attend workshops in math and science. We are able to share important information on how to address the math and science needs of our students. The Title VI Innovative Strategies program is a reading co-op and allows our teachers to attend training on reading strategies. This co-op also allows us to request technical assistance at our school from Region XX staff. Title IV Safe and Drug-Free Schools allows our staff to attend workshops and seminars that provide valuable information on the safety issues we face on a daily basis with this type of student. The co-op also provides help with the substance abuse issues on our campus and teaches staff to deal with the various types of substance abuse challenges.

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

Our school meets the needs of students who qualify for English as a Second Language by having a certified teacher provide the service needed to the students that qualify for ESL. Our state compensatory education funds are used for all our students because 100 % of our students are defined as at-risk. We provide individual and group counseling for our students in the areas of substance abuse, self-esteem, conflict-resolution, anger-management and gang intervention.

- 4) Describe how your school identifies and provides educational support for students who are identified as being "at-risk of dropping out of school" as defined in TEC 29.081(d) (see appendix 1).

Our school's focus is providing an education to at-risk youth. We have adjusted our schedule to fit this type of student and have allowed for time after school to provide one on one education. Our school social workers and our teachers work closely to ensure that the whole person's needs are being addressed. The more that our school social workers deal with the personal behaviors, the more our teachers are able to teach in the classroom. We also have a Pregnancy, Education Program grant. This allows us to address the unique needs of our pregnant students and our parenting students through daycare and materials and services needed.

- 5) Describe the programs offered for the charter school to support other student activities (athletics, publications, clubs, and organizations). Describe whether any agreements have been entered into or plans developed with other public or private agencies for the provision of student activities.

Blessed Sacrament Academy Charter High School has a boys basketball and soccer team and also a girls volleyball and basketball team. Our school has a student council, Spanish club, Honor Society, Precision Youth on the Move club and Fishing Club. Our student council is comprised of students that want to have a better understanding of the governmental system. They are the voice of the student body and attend staff meetings to represent the students and bring concerns to the staff. These students meet weekly and participate in community service and volunteer throughout the community.

The Precision Youth on the Move club is an organization that follows the philosophy of the Straightway group. These are students that have made a decision to stay drug-free, violence-free, no pre-marital sex, and participate in community service. The Honor Society is a group of students that have excellent grades and have a great attitude about school. These students

develop their sharp skills in writing, reading and mathematics after school and at competitions.

C) Admissions Policy

- 1) Describe the timeline used for admitting students, including the process for the admission lottery for students.

If our school is under 180 students, then we admit students immediately on a first come, first serve basis. If we are at the 180 maximum enrollment, then our students are placed on a waiting list and their names are typed on a small piece of paper. Every sheet of paper is the same size. The sheets of paper with the names of the students are then placed in a box in our front office. When we fall below the 180 students we select a student from the list at random. The sheets are folded so that we cannot see the names of the students.

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

Students are not given special treatment for who they are or for who they know. Every student in Bexar County has the equal opportunity to attend our school.

6. SCHOOL DEMOGRAPHICS

- A. Describe the school's enrollment projections for the next five years. Describe the school's maximum enrollment goal, grades to be served, the number of students expected in each grade or grouping, and the maximum class size allowed. (Any increase in the grade levels served and maximum enrollment as specified on the cover sheet of this application, and increase in maximum class size must be approved by the SBOE.)

Our school does not project for our enrollment to grow in the next five years. We would like to continue to improve on the service that we are providing to the same amount of students. Grades 9-12 are the only grades that we will be serving for the next five years. We are projecting approximately 50 ninth graders, 60 tenth graders, 40 juniors and 30 seniors. The maximum class size allowed is 22.

- B. Describe the community or region where each campus of the school is, or will be located.

The school is located on the southside of San Antonio, Texas. We are down the block from the historic Mission Concepcion. We are in a predominantly Mexican-American neighborhood and a relatively poor side of town. The culture of the

Mexican-American population is very evident in the community and there is a sense of pride and family in the community. In close proximity to the school are a children's home and a young women's home that serves the needs of pregnant teens. There is also a counseling center that helps provide therapeutic services to our students.

7. GEOGRAPHIC BOUNDARIES AND STATEMENTS OF IMPACT

- A. Describe the geographic area served by the school. Include a map showing boundaries clearly marked. Include a written description that clearly explains the area to be served. **Note:** this description must be specific and definite. For example, descriptions such as "southwest portion of the city" or "the greater metropolitan area" are insufficient. Acceptable definitions include those identifying the area in terms of city or county limits, street names, and boundaries of school districts or zip codes.

The geographic area to be served by Blessed Sacrament Academy Charter High School is Bexar County. **See Attachment C.**

- B. Provide a list of all districts within the geographical area that are affected by the charter school, including those districts from which the charter school will accept transfers. **See Attachment D.**

C. Statements of Impact

- 1) The sponsoring entity must send a copy of the Statement of Impact form to the superintendents of all school districts and open-enrollment charter schools that are likely to be affected by the renewal of the charter school, including those districts from which the charter school will accept transfers. The purpose of the form is to document any adverse impact on the affected district or any potential enrollment shift that may impede a district's ability to comply with a court order affecting the district. The form must be sent to all districts in the geographic area from which the school will draw students. A copy of the charter school renewal application and a letter from the sponsoring entity should accompany the form, requesting the superintendent of the affected district to submit the signed and completed form to the Texas Education Agency.
- 2) The statement of Impact form should be sent to all affected districts and charter schools no later than the date the renewal application is submitted to the Texas Education Agency.
- 3) The charter school renewal application must include a list of the districts and charter schools to which a Statement of Impact form was sent. Retain a copy of the return receipt from the post office and the date each form was sent and submit it to the Division of Charter Schools prior to the date of consideration by the SBOE.

The superintendent of the districts and/or charter school affected may complete the *Statement of Impact* form and submit it to the Texas Education Agency by the date of the State Board of Education meeting designated for consideration of the charter application. Upon receipt of each charter school application, Agency staff will determine whether all districts likely to be affected by the renewal of the charter school received a *Statement of Impact*.

8. COMMUNITY SUPPORT

- A. Provide information on the manner in which community groups are involved in the charter school renewal process and describe future plans.

Community groups are involved in the renewal process by soliciting feedback on the services that we are providing and how to improve on them and make them better for the students. We asked the community partners that are working closely with us in providing a service to tell us what they would like to see in the renewal application.

- B. Discuss any business arrangements or partnerships with existing schools, educational programs, businesses, or non-profit organizations. (include letters from each entity represented)

Our school has partnered with several organizations. JOVEN, Jewish Family Services, Methodist Healthcare Ministries of South Texas, Inc., Blessed Sacrament Academy Child Development Center and the National Council for Community and Justice. All of the services that are being provided by these organizations are free of charge. JOVEN stands for Juvenile Outreach through Vocational and Educational Networking. They provide individual and group Counseling throughout the school year. The child development center provides daycare for our student's children. The National Council for Community and Justice is an organization that comes to our school and meets with student's to discuss different issues like race, sex, politics, gender and to learn each others differences and how to respect those differences.

- C. Prior to submission of the application each applicant must publish the following statement in a newspaper of general distribution in the geographic area proposed for the school. The statement must also be mailed to the city council and commissioner's court with jurisdiction over the geographic area. Attach evidence of publication. **See attachment E**

**NOTICE OF INTENT TO APPLY FOR RENEWAL OF
OPEN-ENROLLMENT CHARTER SCHOOL**

The _____ is applying to the State Board of Education for approval to continue to operate an open-enrollment charter school ("charter school") to be located at _____. Charter schools are public schools established by nonprofit organizations, institutions of higher education, or governmental entities. These schools are publicly funded and are free from many state regulations that apply to other public schools. The following descriptive information about the proposed school is being provided for the benefit of the community in which the school is located.

Name of the Charter School:

Name of the sponsoring entity of the charter school:

Chief Executive Officer of the school:

Board members of the sponsoring entity:

Board members of the school operating board:

Location of the school:

Brief description of the school:

Grade levels to be served:

The State Board of Education invites comments about any aspect of the school or its sponsoring entity. Comments must be communicated in the form of a signed letter directed to the State Board of Education. Only letters specifically addressing a specific proposed school will be considered by the board. Letters may be sent to the following address: Texas Education Agency, Division of Charter Schools, 1701 North Congress Avenue, Austin, Texas 78701

- D. As the renewal application is being prepared the applicant shall hold a hearing within the charter school's geographic area stating a purpose to publicly review the renewal application for the charter school. Any person may be present and participate in the meeting. The applicant shall provide for publication of notice of the meeting in a newspaper of general distribution in the geographic area proposed for the school. A copy of the notice for, as well as minutes from the meeting identifying presenters and a summarization of the (identifying presenters and a summarization of the presenters' comments) must accompany this application. The notice may be combined or published concurrently with the notice of intent required above.

There were no individuals at the meeting.

9. Human Resource Information

- A. Describe your human resources policies as applicable governing salaries, contracts, hiring, and dismissal, evaluation, sick and other leave, and benefits. (Provide salary schedules, sample contracts and copies of policies on other issues in attachments.) **See Attachment F**

B. Administrators

APPLICATION

- 1) Provide a notarized Biographical Affidavit for each administrator of the school. **See Attachment G**
- 2) Powers and duties.

The Superintendent/Principal has been hired by the Board of Trustees to hire all staff members and handle the day-to-day operation of the school and the financial obligations as directed by the school board.

- a) Name the school's Chief Executive Officer. Describe the chain of command (attach an organizational chart).

The school's CEO is Joseph G. Rendon, LMSW. Our school has two administrators, the CEO and the Vice-Principal. The Vice-Principal is the direct supervisor of the teachers, guidance counselor, In School Suspension Instructor, Special Education Instructor and the receptionist. The Vice-Principal, Retention Officer, the Administrative Assistant, PEIMS Coordinator, School Social Workers, Nurse Practitioner, Financial Director, Food Service Director, Custodian and Maintenance director report to the CEO. **See Attachment H**

- b) Provide a complete job description for the CEO, school academic director, financial director and other administrative personnel. **See Attachment I**

C. For Faculty and Staff

- 1) Include a description of the qualifications required for all classroom teachers and staff. **See Attachment J**
- 2) Describe the staff size and the teacher-to-student ratio.

Our staff size has increased significantly in five years. We started the 1996-1997 school year with approximately 15 staff members. The 2000-2001 school year started with 28 staff members. However, our enrollment has not increased. The teacher-to-student ratio is a little over 16:1. Our staff-to-student ratio is even lower. It is very important for our school to be able to have a low ratio for the services that we are able to provide.

- 3) Provide complete job descriptions of all charter school faculty and staff, including instructional and non-instructional duties. **See Attachment K**

D. Code of Conduct

APPLICATION

- 1) Describe in detail your school rules or guidelines governing student behavior. **See Attachment L**
- 2) Describe the school's policies regarding student expulsion and suspension. Include a description of procedures that satisfy due process requirements. **See Attachment L**
- 3) Describe the school's mandatory student attendance plan and its fit with the code of conduct and the mission of the school.

The school's mandatory student attendance plan fits well with the code of conduct and the mission of the school. It is very important for us to take into consideration the individual needs of our students. This allows us to address the reasons for non-attendance on an individual basis. Our mission is to re-direct the lives of our young students. We must take into consideration the non-school related issues that these students face on a daily basis. If a student is out of school then we visit with that student and try to determine the best course of action for their continued enrollment.

10. BUSINESS PLAN

A. Financial Management

- 1) Provide a copy of the current year's budget with revenues and expenditures to date. **SEE ATTACHMENT M**
- 2) Present a 1 year projected budget covering all projected sources of revenue, both public and private, and planned expenses using the state template. **SEE ATTACHMENT N**
- 3) Provide a copy of the current business procedure handbook the school uses; describe the policies, procedures, and forms for the daily business operation. **SEE ATTACHMENT O**
- 4) Provide a copy of the current monthly budget status report to the board of directors. **SEE ATTACHMENT P**
- 5) Describe the financial accounting and payroll accounting system that is used and system's capacity to use the state mandated financial accounting system in the Public Education Information Management Systems (PEIMS).

Accounting System Description

Blessed Sacrament Academy currently utilizes the RSCCC (Regional Service Center Computer Cooperative) Business System for financial accounting and Automatic Data Processing (ADP) to process our payroll and file all mandated reports.

Description of the RSCCC (Regional Service Center Computer Cooperative) Business System:

APPLICATION

The three major systems that make up the RSCCC Business System include Finance, Human Resources (Payroll and Personnel) and Budget. All three systems are fully integrated. For example, Payroll interacts with the Personnel system in maintaining staff information. Payroll expenses are transferred to the Finance system after each payroll is run, thereby eliminating manual journal entries to record the transactions. The Budget system allows you to work on the budget for the next school year without affecting the current year budget or general ledger current financial records. Once the budget is adopted, the values are transferred to the general ledger in the finance system, eliminating the need for manual journal entries to record the budget. The amended budget system allows you to work on proposed budget changes without affecting the current budget information. Again, once the amended budget is approved, the values are transferred to the general ledger in the finance system.

Finance System Specifics:

The RSCCC Finance System provides the same general accounting options as most other Accounting software on the market. In addition it is built specifically for the school reporting requirements.

Options include:

- General Ledger Account Maintenance & Inquiries

- Vendor Account Maintenance & Inquiries

- General Ledger Posting, which includes Cash receipts, posting checks with purchase orders or payment authorizations; encumbrances; general journal entries, voiding checks, and posting credit memos.

Standard financial reports are available which include the following:

Cash receipts journal	Expenditure & Liquidation Journal
Encumbrance Journal	General Journal
Capital Outlay Expenditure Report	Check Register
Check Payments List	Check Transaction Listing
Monthly Detailed General Ledger	YTD Detailed General Ledger
Detail Budget Status by Org	Detail Budget Status by Program
Selective General Ledger	Accounts Payable Listing
YTD Check Payments Listing	Vendor Listing
1099 Reports	Outstanding PO List
Aged PO List	PO History Report
Outstanding Credit Memo List	Vendor W-9 List
Board Reports	Working Trial Balance
Trial Balance	Chart of Accounts
Cash Position by Bank	Revenue & Expenditure Worksheet
Fixed Asset / Inventory report	

APPLICATION

We can encumber and liquidate purchase orders, post cash receipts, make individual journal entries, and monitor the budget. Checks can be processed either manually or using the computer.

Human Resource System Specifics: (Includes Payroll and Personnel):

The Payroll System allows you to process all payroll transactions including substitute pay, adjustments, supplemental pay, overtime pay, and leave transactions. The system also process accrual adjustments – creating the journal entries for all payroll transactions that occur. The payroll system also interacts with the Personnel system in keeping track of employee demographic information.

The Personnel System allows you to keep track of the following data for all personnel.

Demographic Information

Experience

Permit Data

Teacher Certification Details

Contract Information

Employment Career Ladder

Responsibility Maintenance

Education Level

(We are not currently utilizing the Payroll system at this time. We outsource payroll to be processed by Automatic Data Processing (ADP). We are setting up the payroll system with the help of our business consultant at Region 20 and plan to run test payrolls within the next month to ensure that we are utilizing the system correctly. We plan to run several payrolls side by side to ensure that all tables are set up correctly and trouble shoot any possible concerns. Our plan is to have payroll run in-house effective Jan. 1, 2001.)

Budget System Specifics:

The Budget System allows you to move the current year data from the general ledger (finance system) into the budget module. This file can be modified and manipulated as many times as necessary to produce an accurate and usable budget. Reports can be printed which show the previous two years financial data as well as percentage increases and/or decreases for each line item. Once the board approves the budget, the file can then be moved back into the finance system. This eliminates the need to complete any manual journal entries.

Budget amendments are handled in the same fashion as the regular budget. The information is moved over into the budget amendment system, changes made, with no impact to the finance system. Once the board approves the amendments, the file can be moved into the finance system directly. Again, the need the complete manual journal entries is eliminated.

PEIMS Extract Specifics:

The RSCCC system has a menu option to aid in the PEIMS reporting process. The following items can be extracted from the finance / human resources system:

Budget Data Extract – Finance
Staff Information Extract – HR

Actual Data Extract – Finance

There is a PEIMS report menu that allows you to print the various reports to verify that the information is correct.

There is an option for frozen database file maintenance, building the PEIMS file, and creating the TEA Format file.

PEIMS Extract for reporting purposes which creates the TEA file format required. This file is then sent to the service center and then is forwarded to TEA.

Payroll – Automatic Data Processing:

We currently are utilizing Automatic Data Processing (ADP) payroll and tax services to process our monthly payroll / file our reports. All pay information is keyed into the ADP system and the files transmitted to ADP. They then process the checks and return to BSA.

- 6) Provide a copy of the most recent annual financial audit report. **SEE ATTACHMENT Q**

B. Facility Management

- 1) Description of and address for the physically facility.

Blessed Sacrament Academy, Inc., is a 14.5 acre facility located at 1135 Mission Road on the south side of San Antonio, Texas. The acreage also supports a Child Development Center and a Parents' Academy. The property is owned by the Sisters of the Incarnate Word and Blessed Sacrament headquartered in Victoria, Texas.

- 2) Describe special use areas of the facility including playground/athletic areas, cafeteria, laboratories, general assembly areas, library, etc.

The BSA Charter High School uses several buildings on the property: A two story building housing classroom, offices and library, a kitchen/cafeteria located in the first story of the administration/convent building, and an office and conference room on the first floor of the general administration building for counseling and group therapy sessions. The gym is a separate facility.

The science lab is housed in a one room building previously used as a band hall. A trailer which is attached to the high school building by a deck offers space for a nurse practitioner and clinic as well as a social worker. A baseball diamond at the front of the property and a large area in back of the high school building are used by the staff and students of the BSA Charter High School for sports and recreational activities. A Ropes Course built to the right of the gym is co-jointly used by the Bexar County Juvenile Probation Department and the BSA Charter High School.

- 3) Discuss any progress, partnership developments or future steps towards acquisition of a facility/land.

The Blessed Sacrament Academy Foundation Board is at the beginning of a campaign to raise the money needed to build a much needed new high school building. Part of the 14.5 acres will be used in the construction of this new facility when funds become available.

- 4) Attach a copy of a lease agreement, deed to property or purchase agreement as applicable. **See Attachment R**

C. Student Attendance Accounting

Describe your school attendance accounting procedures. Attach a current school year calendar and identify the hours of school operation including a description of teacher/student contact hours. **See Attachment S**

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

D. Transportation and Food Service

- 1) Describe transportation provisions, if any, for students served by the charter school.

There are no transportation provisions for students served by the charter school.

- 2) Describe the provisions for food service, if any, for students served by the charter school, include plans for free or reduced lunch and breakfast programs.

Blessed Sacrament Academy Charter High School has a breakfast and lunch program. We also participate in the national school lunch program and offer free and/or reduced breakfast and/or lunch to all students that qualify.

E. Describe the methods to be used to attract students to the charter school.

Our most effective method has been word of mouth. Many educators in San Antonio are familiar with our program and refer students to us throughout the school year.

11. GOVERNANCE OF THE SPONSORING ENTITY

A. Profile of the board members of the sponsoring entity. (not applicable to governmental entities or college/universities)

1) Describe the members of the governing board of the sponsoring entity and any other individuals who are working together to apply for a charter renewal, including their names, their backgrounds and experiences, and 3 references for each. **See Attachment U**

2) Attach a Notarized Biographical Affidavit for each member of the governing board of the sponsoring entity. **See Attachment U**

3) Describe the following for the sponsoring entity:

- a) The officer positions designated;
- b) The manner in which officers are selected and removed from office;
- c) The manner in which members of the governing body are selected and removed from office;
- d) The manner in which vacancies on the governing board are filled;
- e) The term for which members of the governing body serve;
- f) Whether the terms are to be staggered.

See Attachment V for items a through f

APPLICATION

4) Describe the manner in which the governing board will conduct textbook selection.

The governing board will conduct textbook selection based on the recommendation of the staff and administration of Blessed Sacrament Academy Charter High School. The board will consider first the textbooks that are 100% conforming to the TEKS.

B. School Management Board (if different from sponsoring entity board).

- 1) Attach a Notarized Biographical Affidavit for each member of the school management board if different from board of sponsoring entity listed in Section A above. **See Attachment W**
- 2) Describe the following:

- a) The officer positions designated;
- b) The manner in which officers are selected and removed from office;
- c) The manner in which members of the school management body are selected and removed from office;
- d) The manner in which vacancies on the school management board are filled;
- e) The term for which members of the school management body serve;
- f) Whether the terms are staggered.

See Attachment X for a through f

C. Governance Structures and Processes.

- 1) Describe the steps taken to maintain continuity between the founding coalition's vision and future governing boards.

Explanation of the mission and goals of the sponsoring entity and the charter school are part of new member orientation. Also, at least one member from the sponsoring board is on the governing board offering advice and redirection as necessary – ever mindful of the mission of both boards. Members of the governing Board are invited to attend the sponsoring entity's Corporate Board meeting as significant topics pertaining to the Charter School develop.

- 2) Describe the roles and responsibilities of the board(s). If the governance structure includes more than one board, e.g., a school board that is separate from the board of the sponsoring entity, articulate the responsibilities assigned to each of the boards.

The Corporate Board of the sponsoring entity authorized the governing board of the high school to oversee the operations of the charter. The

Corporate Board reviews the programs and finances of the Charter School Board at its bi-monthly meetings – as per reports given by the Principal and the Finance Director of the high school and Executive Director of the Academy.

- 3) Describe the procedures for receiving and responding to complaints from both parents and employees. **See Attachment F**
- 4) Describe steps taken to facilitate a productive relationship between administrators and teachers.

Joint weekly meetings with administrators of programs and the President of the Corporate Board surface situations before they become problems, serve as brainstorming sessions, schedule needed meetings/events and strengthen leadership. The Superintendent/Principal is an ad hoc member of the Corporate Board. At each meeting of the Corporate Board, three students are invited to volunteer to speak to the Board about their experiences and how the program is addressing their social and academic needs. The meetings are open to teachers and staff, as well, either to accompany the students or to bring ideas to the Board for further discussion.

Meetings of the Charter School Board are open to the public. Teachers are invited to address the Board to share projects and express ideas. Needs which surface from this format are addressed at the level equipped to handle them. Members of the governing board are available for advise in their area of expertise.

- 5) Discuss the nature of parental and student involvement in decision-making matters.

Parents and students are invited to attend the corporate board meetings. They are able to express their opinions and ideas on the charter school.

- 6) Specify the extent to which any private entity is involved in the operation of your charter school. Identify any members of the governing board or officers of the charter school who are affiliated with that entity.

There is not a private entity involved in the operation of the charter school.

12. EVIDENCE OF ELIGIBILITY OF SPONSORING ENTITY

A. Statement describing sponsoring entity (1/2 page maximum)

Blessed Sacrament Academy was established in 1926. BSA's mission was to provide quality education to San Antonio's Southside. For 65 years BSA did precisely this. However, a continuing decline in enrollment necessitated a re-evaluation of the BSA

APPLICATION

mission. In 1987 BSA surveyed the Southside community to help it determine what were the most pressing needs of the community. BSA had three assets that were considered in this determination. These assets were:

- A sylvan 15- acre campus in a prime location on historic Mission Road
- A reputation for providing the highest quality services
- The commitment of religious women to a ministry of service to the community

The most pressing identified needs were high quality childcare and an adult education program. By 1989, BSA was offering these services to the community. The adult education program quickly evolved into an alternative high school where at-risk young men and women who had dropped out or were asked to leave their academic settings could have a "second chance" to earn a high school diploma and an opportunity to become productive adults.

Most adolescents with the help of families, friends and community make a successful transition from adolescence to adulthood. However, youth coming from violent and disruptive family life and limited economic opportunities often do not have the support to make this transition. These adolescents frequently exhibit problems such as substance abuse, dropping out of school, crime, violence and unmarried parenthood. The youth BSA serves exhibit all of these problems. Charter certification makes it possible for these disenfranchised youth to get the training in social and academic skills they need to earn a high school diploma and get on with their lives.

The BSA Child Development Center provides a creative environment to foster the development of children from 0 – 5 years of age. A Parents' Academy begun in 1993 with funding from Diamond Shamrock continues today. The weekly night classes attract parents from throughout the San Antonio community as well as outlying towns. Funding from other sources are secured to make possible the programs for the children and parents.

B. Attach copies of the 501©(3) determination letter from IRS, Articles of incorporation of sponsoring entity and bylaws of sponsoring entity. **See Attachment Y**

C. History of sponsoring entity

- 1) Financial history of the entity **See Attachment Z**
- 2) Credit report **See Attachment Z**
- 3) Most recent IRS filing
Blessed Sacrament Academy, Inc., is not required to file a 990
- 4) Disclosure of any liens
No liens exist
- 5) Litigation history
There is no such history

££0

APPLICATION

Note: For the purpose of this application "litigation" includes civil suites, bankruptcy proceedings, and any administrative process in which any agency of the federal, state or local government has taken adverse licensing or disciplinary action. "Sponsoring entity" includes any organization, whether incorporated or not, to which the sponsoring entity is successor in interest; any organization, whether incorporated or not, which the sponsoring entity has taken possession of substantially all assets previously possessed by that organization.

034

1-12 ATTACHMENTS

All attachments should be numbered and clearly referenced in the text. They should be used to provide evidence, support a particular aspect of the renewal application, or lend insight into the applicant group.

035

APPLICATION

ATTACHMENT A
LETTERS OF SUPPORT

036





JEWISH FAMILY & CHILDREN'S SERVICE

THE HARRY & JEANETTE WEINBERG CAMPUS OF THE SAN ANTONIO JEWISH COMMUNITY CENTER
THE DAVID & RIVA RAPOPORT SUITE

12500 N.W. Military Hwy. #250
San Antonio, Texas 78231
(210) 302-6920 Fax: (210) 302-6952

Laurie Pomerantz
President

Ron Aaron, M.A., J.D.
Executive Director

October 20, 2000

TO: Charter Schools Division

RE: Renewal Application for Blessed Sacrament Academy

To Whom It May Concern:

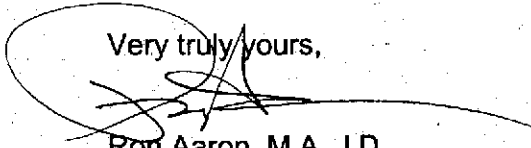
It is a distinct pleasure for us to write this letter in support of Blessed Sacrament Academy's renewal application. We very much value our relationship with Blessed Sacrament and our opportunity to offer counseling to their students and families.

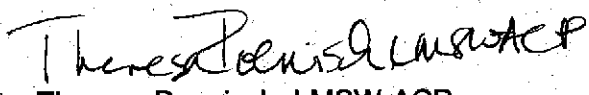
It is obvious to our professional staff and to us that Blessed Sacrament makes a unique and valuable contribution to this community. Simply, without Blessed Sacrament Academy, we know that hundreds upon hundreds of young people would never have had a chance to be successful in their lives and complete their high school education.

Through our relationship with Blessed Sacrament, we have recognized the incredible work they have done. This is the primary motivating factor in our commitment to locate our proposed Family Life Counseling Center on their campus.

Again, we are delighted to offer this letter of support.

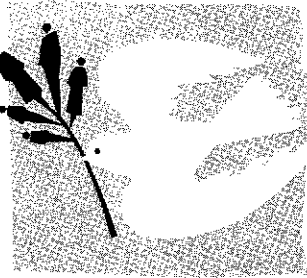
Very truly yours,


Ron Aaron, M.A. J.D.
Executive Director


Theresa Poenisch, LMSW-ACP
Director of Client Services

RATP/rw

APPLICATION



**Family
Violence
Prevention
Services, Inc.**
The Battered Women's Shelter

October 23, 2000

**Texas State Board of Education
Charter Schools Division**

Patricia J. Smothers
President

Joyce H. Coleman
Executive Director

Wayne Terry
1st Vice President

Robert A. Lopez, AIA
2nd Vice President

Myrteel M. Ward
Treasurer

Hon. Alma L. Lopez
Secretary

Brooke Benson Connolly
Parliamentarian

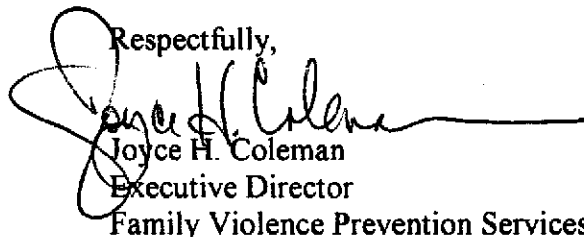
Members:
Mary Macho Barton
Judith R. Blakeway
Colleen M. Casey
Ann Bohl Deacon
Yolanda Delgado
Kevin C. Dinnin
Oscar Ehrenberg
Patricia A. Flynn
Adrienne Frost
Diana Geis
Theresa (Tess) Giolma
Norma Gonzales
Milton Guess
Evelyn Gamez
J. Craig King
Yvonne Morales
Raul A. Rios
Raymond J. Schneider
Sidney H. Swearingen
Pamela Taylor
Karen L. Vazquez
Esther S. Vexler

Family Violence Prevention Services, Inc.(FVPS) wholeheartedly supports the renewal of the Blessed Sacrament Charter. Since 1997 our two agencies have worked closely together to serve the needs of youth and young adults in the San Antonio Community. Faculty and staff of the Academy continuously seek to enhance the learning environment by providing programs designed to prepare the students for real life. FVPS has, in the recent past, provided specialized school-based intervention programs and currently provides job readiness skills training programs for Blessed Sacrament Academy students.

In addition to receiving quality education, students attending Blessed Sacrament Academy demonstrate enhanced self-discipline, a greater determination to succeed and a genuine desire for improved learning.

We congratulate Blessed Sacrament Academy on its past successes and look forward to continuing an ongoing working relationship.

Respectfully,


Joyce H. Coleman
Executive Director
Family Violence Prevention Services Inc.

078



APPLICATION

Blessed Sacrament Academy
Child Development Center

October 18, 2000

Charter Schools Division,

As Director of the Blessed Sacrament Academy Child Development Center, my focus is on building a stronger future for young children and their families. Our goal is to give the best start to infants, toddlers and preschoolers while providing a supportive environment for their parents as well. A number of those parents are teenagers who attend Blessed Sacrament Academy Charter High School.

Over the past 10 years, I have seen the High School grow and develop into a first class educational institution. The Charter school support the past 5 years has brought a great deal of resources for the "at risk" students served. I have had a chance to work with the teen parents attending the charter school and have seen first hand the personal development, the increase of self esteem and self empowerment that has blossomed in them as a result of the Charter school program.

The visionary leadership I have encountered in Blessed Sacrament Academy Charter High School is, I believe, the secret to its success. Students are seen as whole individuals in need of a variety of services ranging from mental health to life skills and relationship skills which must be addressed before the student is ready to learn. Students who could not find a place in the education system before now find challenge and success at Blessed Sacrament Academy.

I support Blessed Sacrament Academy Charter High School because I see the results it achieves in helping students turn their lives around. It guides students to reach for goals they would not have considered due to the challenges they have already faced in their young lives. As an educator with 20 year's experience, I know that any school program can only be successful when the individual succeeds. The program must teach in the way its students learn, not expect that all students can conform their learning styles to a programmed teaching style.

Blessed Sacrament Academy's Charter High School has demonstrated great success in helping the individual succeed, sparking the potential of its students, and empowering our community through education.

Please contact me at 532-5363 if you need further information.

Sincerely yours,

Katherine Lozano, Director

039

October 5, 2000

APPLICATION

Texas Education Agency
Charter Schools Division

To Whom It May Concern:

Methodist Healthcare Ministries of South Texas, Inc. (MHM) supports Blessed Sacrament Academy's charter renewal application.

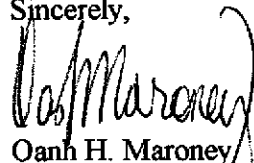
MHM has had the privilege of partnering with Mr. Joseph Rendon and Blessed Sacrament Academy for over a year, to provide support services for young mothers and fathers through our Mutual Enrichment through Learning and Discovery (MELD) Program. Through our MELD for Young Dads and MELD for Young Moms programs, we work to encourage young people to make healthy choices for themselves and their children. We continue to be excited about MELD's being a meaningful and effective program that is made accessible to the young people that Blessed Sacrament Academy serves. This past year or so of partnership between our organizations has been an excellent example of how a community may leverage its resources to develop and support its youth.

Since the MELD for Young Dads program started at the school in January 1999, we have served 26 young fathers. There are currently 12 young men enrolled in the program, 5 of who are returning from a previous semester of program participation. The MELD for Young Moms group started at the school in August 1999, and has served 41 young mothers. Of this number, 27 young women are currently enrolled in the program, with 12 of them returning from the previous semester. Blessed Sacrament Academy staff has provided excellent support for my program coordinators, which greatly contributes to the success of our programs at this site.

If the Blessed Sacrament Academy charter is renewed, the school will have MHM and MELD's continued support in helping to empower our young people to take responsibility for their own health and well being. More importantly, we are committed to the premise that this support is made available and accessible to those youth most in need of such services.

Please feel free to contact me at 210/223-9349 if you have any questions. We look forward to continued opportunities to build healthy communities through our partnership with Blessed Sacrament Academy.

Sincerely,



Oanh H. Maroney
Parenting Programs Manager
Methodist Healthcare Ministries

cc: Mr. Joseph G. Rendon, Principal, Blessed Sacrament Academy

040



...a parenting program
offering information &
support

MELD South

11288 SW Military Dr.
San Antonio, TX 78221
977-9495
Fax 977-9832

MELD East

2143 E. Houston St
San Antonio, TX 78202
223-1311
Fax 223-1221



MELD is a program of
Methodist Healthcare Ministries
and an official affiliate of
MELD, Inc., Minneapolis, MN.



APPLICATION

October 5, 2000

Joseph Rendon, Principal
Blessed Sacrament Academy
1135 Mission Road
San Antonio, TX 78210

Re: Charter Schools Division

To Whom It May Concern:

This letter is offered in support of Blessed Sacrament Academy's application for charter renewal. JOVEN is an at-risk youth service non-profit organization located on the Southside of San Antonio, just 2 miles from the BSA campus. For the past five years, JOVEN has worked in close partnership with BSA, offering group counseling to the students of the charter school on issues of anger management, substance abuse, and victim's recovery.

As part of our case management services to the families of this community, JOVEN consistently refers youth to the attentive and supportive academic environment of BSA. A final aspect of this collaborative relationship is the generous agreement by BSA to allow JOVEN use of their facilities at times when the school is not using them. This agreement has given JOVEN the opportunity to provide our summer youth program at the BSA campus for the past three years and has also allowed us an occasional place for evening sports practice.

Blessed Sacrament Academy meets an important need for the students of this community who are unable to succeed in more traditional academic settings. It provides them with individualized attention so that they may learn at their own pace and offers them a realistic chance at graduation. I hope that the educational needs of these students will be considered in determining the future of this charter school. Please feel free to call upon me if more information would be helpful.

Sincerely,

A handwritten signature in cursive script, reading "Patricia N. Kozar".

Patricia N. Kozar
Executive Director



A United Way
Participating Agency

102 W. White
San Antonio, TX 78214
(210) 924-0330 • Fax (210) 924-0670
email: joven@stlc.net

041



nccj The National Conference
for Community and Justice

APPLICATION

San Antonio Region

501 S. Main, Suite 101
San Antonio, Texas 78204
Tel. 210.229.1991
Fax 210.229.9065
mmuraida@nccj.org
www.nccj.org

October 20, 2000

Blessed Sacrament Academy Charter High School Board of Directors
c/o Mr. Joseph Rendon, Superintendent
Blessed Sacrament Academy
1135 Mission Road
San Antonio, Texas 78210

Dear Board Members:

As the executive director of The National Conference for Community and Justice, I am pleased to share with you NCCJ's experience working with Blessed Sacrament Academy, the staff and especially the students.

The National Conference for Community and Justice, founded in 1927 as The National Conference of Christians and Jews, is a human relations organization dedicated to fighting bias, bigotry and racism in America. NCCJ promotes understanding and respect among all races, religions and cultures through advocacy, conflict resolution and education.

NCCJ in San Antonio has been working with BSA for three years. Throughout this time I have seen dramatic changes within the school under the leadership of Joseph Rendon. In working with the students on a regular and ongoing basis I have not only seen the changes as an outsider coming onto the campus, but have heard of the changes and how they affect the student body through NCCJ's monthly dialogue sessions.

Because of Joseph's leadership in assembling a team of staff who truly care about the well-being of the students, the school atmosphere has improved dramatically since the onset of NCCJ's involvement with BSA. Especially with the loving and nurturing spirit of the school's social worker, Deborah Horst, school activities and school spirit have blossomed into a academic and social atmosphere the students can be proud to call their school and community.

It is through the support and encouragement of Joseph, Deborah and the rest of the BSA staff that the students who typically have fallen through the cracks of the educational system, are welcomed into a nurturing learning community that seeks to meet their academic and social needs.

If you have any questions, or would like to speak with me further, regarding NCCJ's involvement with BSA, please do not hesitate to call (229-1991).

Very truly yours,

Maudie Muraida
Executive Director

National Officers

President and CEO
Sanford Cloud, Jr.

Chair, National Board of Directors
David A. Duffy

Executive Director
Maudie Muraida

Regional Officers

Presiding Chairman
J. Michael Belz

Co-Chairmen
Mike Birnbaum
Gary S. Shutt

Regional Executive Committee

Bradford D. Beldon
Alan Dreeben
Brig. Gen. Lillian Dunlap
Laura Ehrenberg-Chesler
Rev. Robert L. Jernerson
Melvin Lachman
Dean Lammert
Sylvia H. Maddox
Mike Manuppelli
Bernice Mazer
Keith S. Mirrer
Marc Raney
R. Tom Roddy
Julian F. Rodriguez
Robert Alan Rosenthal
Tommy J. Urps
Paul Monroe Young

National Advisors

Les Mendelsohn
Calvin Michelson

Regional Board Members

Dr. Louis J. Agnese, Jr.
Mindi Alterman
Palmira Arellano
Jack Biegler
Stanley L. Blend
Mrs. Janey Slaughter Briscoe
Carolyn Cox
Barry A. Chasnoff
Ernestine Clark Dixon
Don Frost
Thomas B. Galvin
Linda Jimenez
Martin A. Kroesche
Joe Linson
Rev. John J. Moder
Don Moyé
Leroy Muehlstein
Dr. Michael Mulnix
David J. Palans
Thomas K. Plotchan
Michael J. C. Roth
Al Silva
Rabbi Samuel M. Stahl
Brian Tomecek
Mark E. Watson
Navarra Williams
Warren Zaccas

042

We Open Minds

The National Conference for Community and Justice, founded in 1927 as The National Conference of Christians and Jews, is a human relations organization dedicated to fighting bias, bigotry and racism in America. NCCJ promotes understanding and respect among all races, religions and cultures through advocacy, conflict resolution and education.

APPLICATION

ATTACHMENT B
STUDENT WAITING LIST

WAITING LIST FOR ENROLLMENT APPLICATION

NAME OF STUDENT	OTHER INFO	STATUS
1.		Complete
2.		Complete
3.		Complete
4.	Former	Complete
5.		Complete
6.		Complete
7.		Complete
8.		Complete
9.	Former	Complete
10.		Incomplete
11.	Former	Complete
12.	Former	Complete
13.	Former	Complete
14.		Complete
15.		Complete
16.		Complete
17.		Complete
18.		Complete
19.		Complete
20.		Complete
21.		Complete
22.		Complete
23.		Complete
24.		Complete
25.		Complete

APPLICATION

2			Complete
2			Complete
2		Former	Complete
2			Complete
3			Complete
3			Complete
3			Incomplete
3		Former	Complete
3			Complete
3			Complete
3		Former	Complete
3			Complete
4		Former	Incomplete
4			Incomplete
4			Complete
4			Complete
4		Former	Complete
4		Former	Incomplete
4		Former	Incomplete
4			Incomplete
4			Incomplete
4		Former	Incomplete
4			Incomplete
4		Former	Incomplete
4			Incomplete
4		Former	Incomplete
4			Incomplete
4			Incomplete
4		Former	complete

APPLICATION

56			Incomplete
57		Former	Incomplete
58			Incomplete
59			Incomplete
60			Incomplete
61			Incomplete
62			Incomplete
63			Incomplete
64		Former	Complete
65			Incomplete
66			Incomplete
67			Incomplete
68			Incomplete
69		Former	Incomplete
70			Incomplete
71			Incomplete
72			complete
73		Former	Complete
74			Complete
75			Complete
76			Complete
77			Complete
78			Incomplete
79			Complete
80		Former	Complete
81		Former	Complete
82			Complete
83			Complete
84			Incomplete
85			Complete

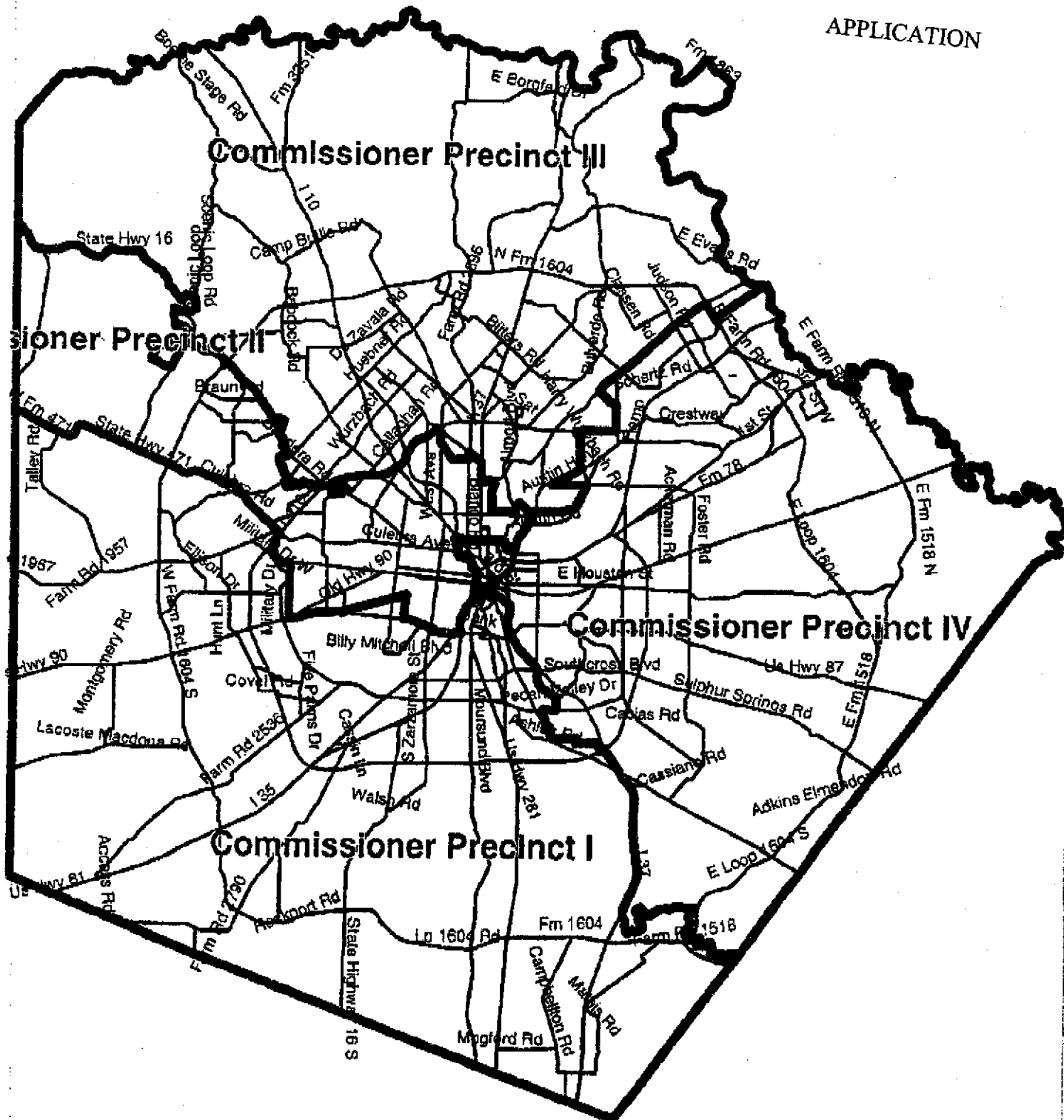
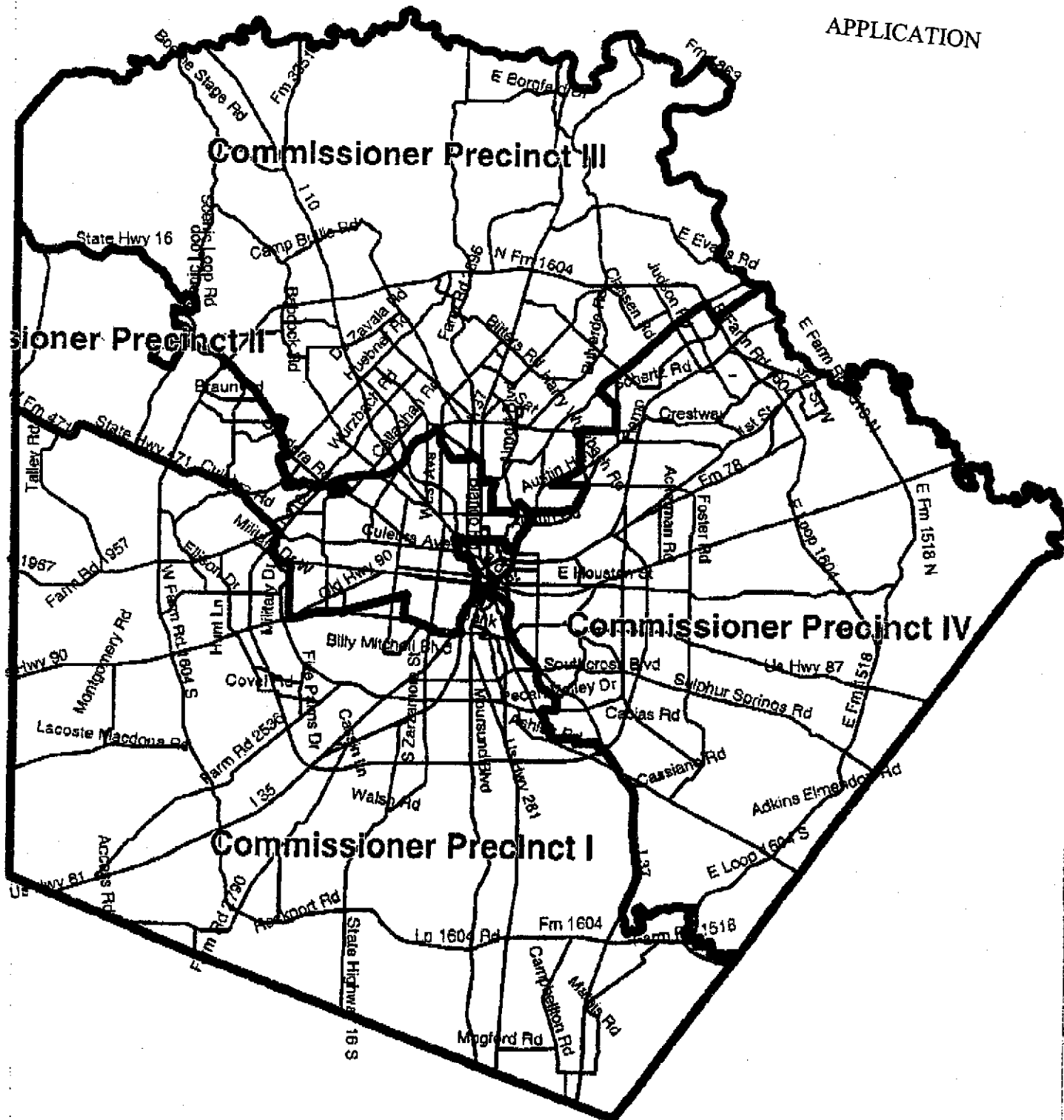
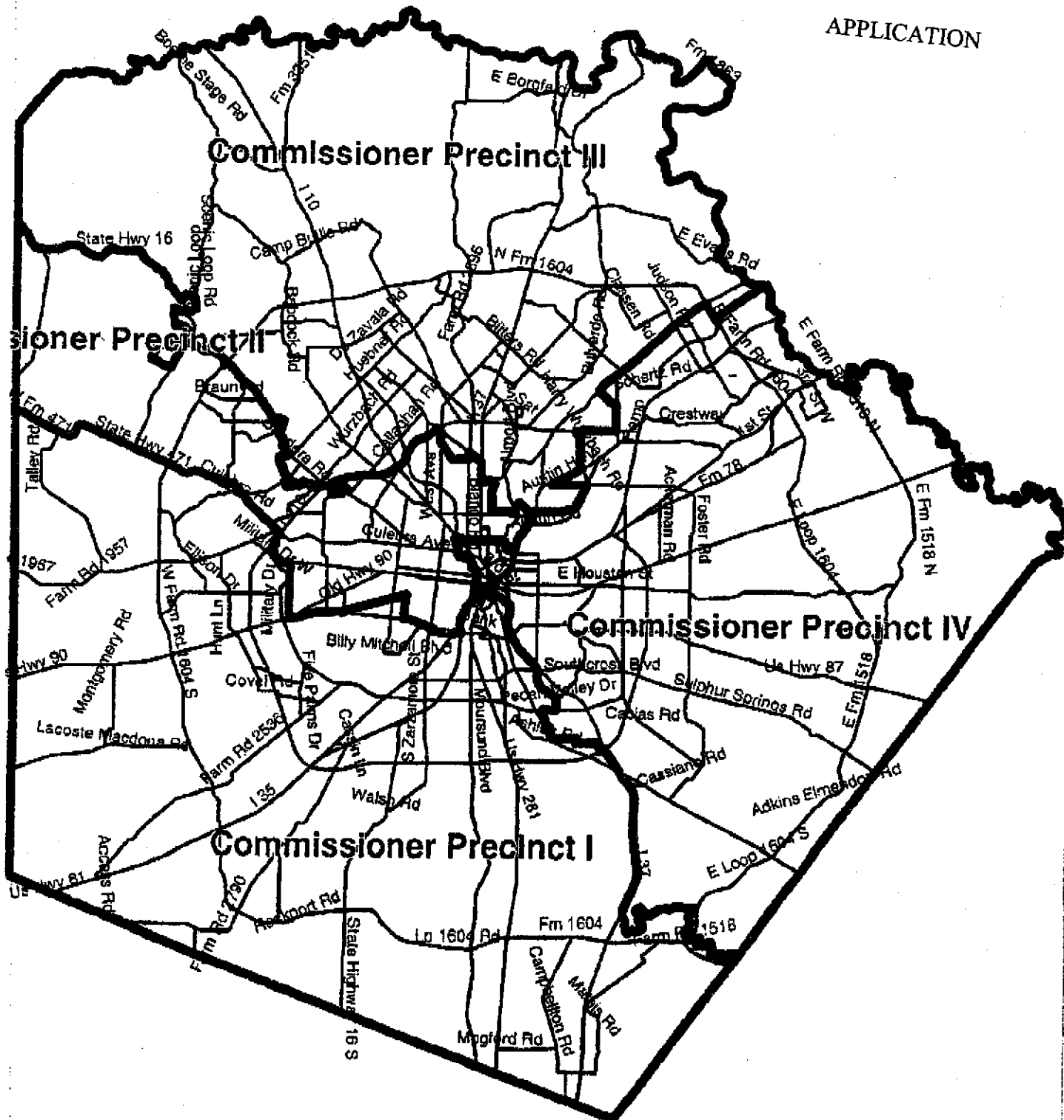
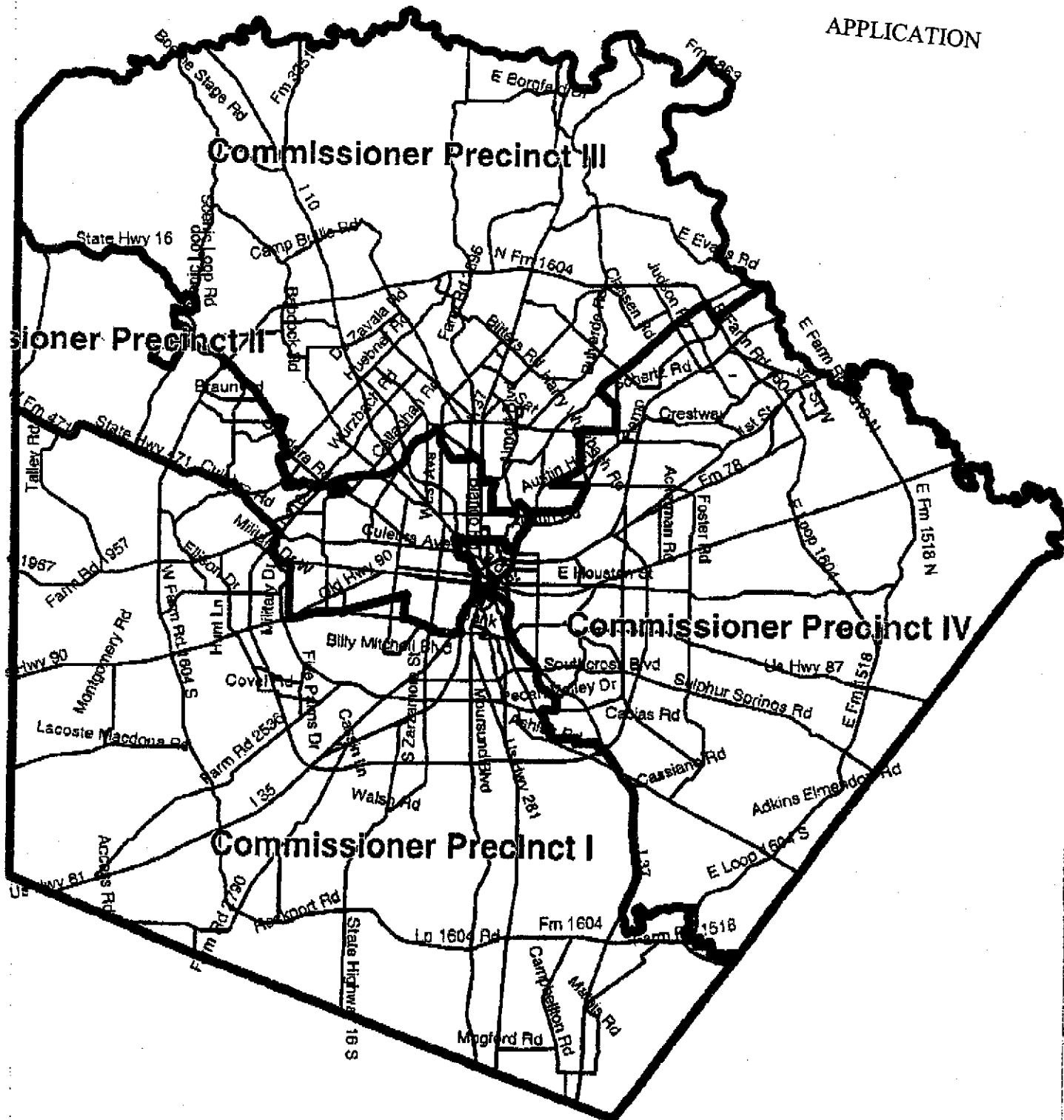
APPLICATION

86			Incomplete
87			Complete
88			Complete
89			Incomplete
90		Former	Complete
91			Complete
92			
93		NS	Complete
94			Complete
95			Complete
96			Complete
97			Complete
98		Former	Complete
99			Complete
100			Incomplete
101			Complete
102			Complete
103			Incomplete
104			Complete
105			Complete
106			Complete
107			Complete
108			Complete
109			Complete
110			Complete
111			Incomplete
112			Complete
113			Complete

ATTACHMENT C

**MAP OF GEOGRAPHICAL AREA TO BE SERVED BY
BLESSED SACRAMENT ACADEMY CHARTER HIGH SCHOOL**

APPLICATION



Bexar County



ATTACHMENT D

LIST OF SCHOOL DISTRICTS WITHIN GEOGRAPHICAL AREA

**Texas Education Directory
Select District**

APP

- ✓ **ACADEMY OF CAREERS AND TECHNOLOGIES CHARTER SCHOOL**
- **ACADEMY OF SAN ANTONIO**
- **ALAMO HEIGHTS ISD**
- ✓ **BLESSED SACRAMENT ACAD CHARTER H S**
- **BUILDING ALTERNATIVES CHARTER**
- **CAREER PLUS LEARNING ACADEMY**
- ✓ **EAGLE PROJECT (SAN ANTONIO II)**
- ✓ **EAST CENTRAL ISD**
- ✓ **EDGEWOOD ISD**
- ✓ **FT SAM HOUSTON ISD**
- ✓ **GEORGE I SANCHEZ CHARTER HS SAN ANTONIO BRANCH**
- **GUARDIAN ANGEL PERFORMANCE ACADEMY**
- **HARLANDALE ISD**
- ✓ **HIGGS, CARTER, KING GIFTED & TALENTED CHARTER ACAD**
- **JOHN H WOOD CHARTER SCHOOL**
- ✓ **JUDSON ISD**
- **LA ESCUELA DE LAS AMERICAS**
- ✓ **LACKLAND ISD**
- ✓ **NEW FRONTIERS CHARTER SCHOOL**
- ✓ **NORTH EAST ISD**
- ✓ **NORTHSIDE ISD**
- **POSITIVE SOLUTIONS CHARTER SCHOOL**
- **RADIANCE ACADEMY OF LEARNING**
- ✓ **RANDOLPH FIELD ISD**
- ✓ **SAN ANTONIO CAN ACADEMY**
- **SAN ANTONIO ISD**
- **SAN ANTONIO SCHOOL FOR INQUIRY & CREATIVITY**
- **SCHOOL OF EXCELLENCE IN EDUCATION**
- **SHEKINAH "RADIANCE" ACADEMY**
- ✓ **SOMERSET ISD**
- ✓ **SOUTH SAN ANTONIO ISD**
- ✓ **SOUTHSIDE ISD**
- ✓ **SOUTHWEST ISD**
- **SOUTHWEST PREPARATORY SCHOOL**

APPLICATION

ATTACHMENT E
CERTIFIED MAIL RETURN RECEIPTS

052



CERTIFIED

Z 464 970 634

MAIL

APPLICATION

RETURN REQUESTED

Am

10/1/88

BLESSED SACRAMENT ACADEMY
1135 MISSION ROAD
SAN ANTONIO, TEXAS 78210

SAN ANTONIO SCHOOL FOR INQUIRY/CREAT.
6070 BABCOCK
SAN ANTONIO, TEXAS 78240

ATTN: SUPERINTENDENT AND PRESIDENT
OF THE BOARD OF TRUSTEES

ATTEMPTED NOT KNOWN

140
3541
5931
03.420 OCT
SAN ANTONIO TX
PB8
838

053

APPLICATION

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

San Antonio School for
Inquiry/Constructive
6070 Babcock
San Antonio, Tx 78240

4a. Article Number

2464970034

4b. Service Type

- ☐ Registered ☒ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X *Joan B.*

Thank you for using Return Receipt Service.

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

APPLICATION

UNITED STATES TV MSG
BIG GIANT
MED. CNTR. Male prot. seeking
P.O. Box 1000, New York, N.Y. 10001

ATTACHMENT F

- ❖ EVIDENCE OF PUBLICATION
- ❖ CITY COUNCIL AND COMMISSIONER'S COURT LETTER

Blessed Sacrament Academy Charter High School

APPLICATION



October 2, 2000

City Council Members
P.O. Box 839966
San Antonio, Texas 78203-3966

Dear City Council Member:

Enclosed you will find Notice of Intent to Apply for Renewal of Open-Enrollment Charter School. Also, there will be a public hearing on October 11, 2000, at 7:00 p.m. in the BSA Gymnasium located at 1135 Mission Road, referencing First Generation Public Charter Schools Renewal Application approved by State Board of Education dated July 7, 2000.

Should you need further information please contact our office immediately.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joseph G. Rendon, LMSW".

Mr. Joseph G. Rendon, LMSW,
Superintendent/Principal

ta

Cc: District 1 Bobby Perez
District 2 Mario Salas
District 3 Debra Guerrero
District 4 Raul Prado
District 5 David A. Garcia
District 6 Enrique M. Barrera
District 7 Ed Garza
District 8 Bonnie Conner
District 9 Tim Bannwolf
District 10 David Carpenter

Attachments

057

Blessed Sacrament Academy Charter High School

APPLICATION



October 2, 2000

Cyndi Taylor Krier
100 Dolorosa, Suite 101
San Antonio, Texas 78205-3036

Dear County Judge:

Enclosed you will find Notice of Intent to Apply for Renewal of Open-Enrollment Charter School. Also, there will be a public hearing on October 11, 2000, at 7:00 p.m. in the BSA Gymnasium located at 1135 Mission Road, referencing First Generation Public Charter Schools Renewal Application approved by State Board of Education dated July 7, 2000.

Should you need further information please contact our office immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph G. Rendon".

Mr. Joseph G. Rendon, LMSW,
Superintendent/Principal

ta

Cc: Commissioner Robert Tejeda, Pct. 1
Commissioner Paul Elizondo, Pct. 2
Commissioner Lyle Larson, Pct. 3
Commissioner Tommy Adkisson, Pct. 4

Attachments

058

APPLICATION

Notice Of Intent To Apply For Renewal Of
Open-Enrollment Charter School

The Blessed Sacrament Academy Corporate Board is applying to the State Board of Education for approval to continue to operate an open-enrollment charter school, Blessed Sacrament Academy Charter High School, to be located at 1135 Mission Road. Charter schools are public schools established by nonprofit organizations, institutions of higher education, or governmental entities. These schools are publicly funded and are free from many state regulations that apply to other public schools. The following descriptive information about the proposed school is being provided for the benefit of the community in which the school is located.

Name of the charter school: Blessed Sacrament Academy Charter High School

Name of the sponsoring entity of the charter school: Blessed Sacrament Academy, Inc.

Chief Executive Officer of the school: Joseph G. Rendon, LMSW

Board Members of the sponsoring entity:

Sister M. Agnesine Heinsch
Sister M. Leonita Barron
Sister M. Gregoria Berger
Sister M. Evelyn Korenek
Sister M. Odilia Korenek
Sister M. RONALDA Peltier

Board Members of the school operating board:

Bert Pfister
Jose Delara
Ed Flieller
Sr. Odilia Korenek
Edie Cogdell

Location of the school: 1135 Mission Road, near highway 90 and Probandt

Brief description of the school: Blessed Sacrament Academy Charter High School is a high school that serves any student in Bexar County willing to earn a high school diploma. We have 4 nine week semesters and take four classes per nine weeks.

Grade Levels to be served: 9-12

The State Board of Education invites comments about any aspect of the school or its sponsoring entity. Comments must be communicated in the form of a signed letter directed to the State Board of Education. Only letters specifically addressing a specific proposed school will be considered by the board. Letters may be sent to the following address: Texas Education Agency, Division of Charter Schools, 1701 North Congress Avenue, Austin, Texas 78701.

Blessed Sacrament Academy Charter High School will hold a public hearing to review the renewal application for the charter high school. The meeting will be held on Wednesday, October 11, 2000, in the school's gymnasium. If you have any questions, please call 532-9161.

Contact Person: Joseph G. Rendon, LMSW
Superintendent/Principal

ATTACHMENT G

- ❖ EMPLOYEE HANDBOOK
- ❖ SALARY SCHEDULE
- ❖ SAMPLE CONTRACT

APPLICATION

Blessed Sacrament Academy
Charter High School

EMPLOYEE HANDBOOK
2000-2001

BSA MISSION STATEMENT

Blessed Sacrament Academy Charter High School is an innovative & dynamic learning **COMMUNITY**. BSA is based on **RESPECT** and **COOPERATION** that is aimed at **REDIRECTING** the lives of its students. BSA provides a safe and **NURTURING** environment that **EMPOWERS** and **CHALLENGES** its students to successfully earn a high school diploma. BSA also prepares its students to become productive and responsible members of society.

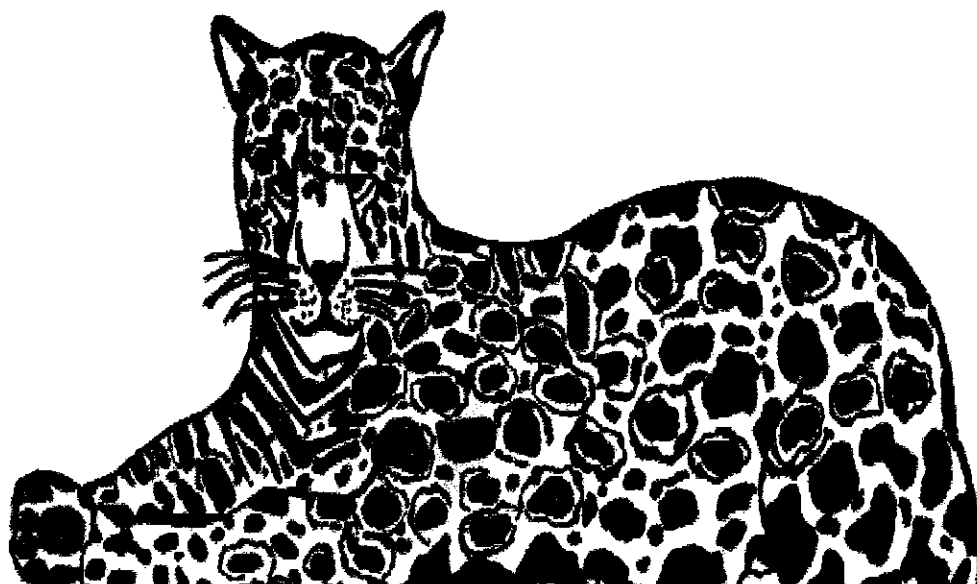


TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
BOARD OF TRUSTEES	2
Board Members	2
Board Meetings	2
ADMINISTRATION	3
EMPLOYMENT POLICIES	3
Contract and non-contract employment	3
Equal Employment Opportunity	4
Anti-Harassment Policy	4
Substance Abuse Policy	6
Non-Fraternization Policy	7
Reassignments	8
Workload and Work Schedules	9
Performance Evaluations	9
Employee Involvement	10
Staff Development	10
Bad Weather Closings	10
Dress Policy	10
Name and Address Changes	12
Personnel Records	12
Reporting Suspected Child Abuse	13
GRIEVANCE PROCEDURE	13
Definitions	14
General Requirements	15
Process	15
COMPENSATION AND BENEFITS	17
Automatic payroll deposit	18
Payroll deductions	18
Overtime Compensation	19
Travel Expense Reimbursement	20

	APPLICATION
Health and Life Insurance	20
Workers' Compensation Insurance	20
Unemployment Compensation Insurance	21
Teacher Retirement	21
COBRA Continuation Coverage	22
LEAVES AND ABSENCES	23
Paid Personal/Sick Leave	23
Family and Medical Leave	23
Workers' Compensation Benefits	26
Jury Duty	26
Other Court Appearances	26
Military Leave	27
EMPLOYEE CONDUCT	28
Standards of Conduct	28
Safety	29
Tobacco Use	30
Possession of Firearms and Weapons	31
Copyrighted Materials	31
Computer Use and Data Management	31
Association and Political Activities	32
Visitors in the Work Place	32
Search and Inspection	33
TERMINATION OF EMPLOYMENT	34
Contract Employees	34
Non-contract Employees	34
Exit Interviews and Procedures	35
Reports to the Commissioner	35

INTRODUCTION

The purpose of this handbook is to provide information. It is a guide to answer some of the questions you may have concerning BSA and its policies. Please read your handbook thoroughly and retain it for future reference. The policies stated in this handbook are subject to change and may be amended or canceled at any time, at the sole discretion of BSA. From time to time you may receive updated information concerning changes in policy. Should you have any questions regarding any policies or suggestions for additions and improvements to this handbook, please contact Joseph G. Rendon, LMSW, Superintendent.

This handbook is not a contract, express or implied, for employment for any specific duration. It is not intended to create, and does not create, a contract, nor are any of the policies to be construed to constitute contractual obligations on the part of BSA, or a contract of employment between BSA and any of its employees. This handbook is not intended to and does not alter the at-will status of employees in any way.

BOARD OF TRUSTEES

Texas law grants the Board of Trustees the power to govern and oversee the management of BSA. The Board is the policy-making body and has overall responsibility for BSA's curriculum, annual budget, employment of the Superintendent and other professional staff, facilities, and expansions. The Board has complete and final control over school matters within limits established by law and State Board of Education rules. The Board is appointed and ensures a strong education program for BSA's children. Trustees serve without compensation.

Board Members :

President	Bert Pfeister
Vice President	Sr. Odilia Korenek
Secretary	Edie Cogdell
Member	Ed Flieller
Member	Jose DeLara

Board Meetings

The Board usually meets the last Tuesday of each month at 4:00 p.m. Special meetings may be called when necessary. A written notice showing the date, time, and place of regular and special meetings will be posted at the high school at least 72 hours before the scheduled meeting time. In emergencies, a meeting may be held with two hours notice.

All meetings are open to the public. Under the following circumstances, Texas law permits the Board to go into a closed session: to discuss prospective gifts or donations, property acquisition, personnel issues including conferences with employees and employee complaints, security matters, student discipline, or to consult with attorneys.

ADMINISTRATION

Superintendent
Vice-Principal

Joseph G. Rendon, LMSW
Brigitte Bedolla, M.Ed.

EMPLOYMENT POLICIES

Contract and non-contract employment

Administrators, Social Workers, Guidance Counselors, Nurses, and Classroom Teachers are employed by one year term contracts. The terms and conditions of employment are detailed in the contract.

Paraprofessional and auxiliary employees, regardless of certification, are employed at-will and not by contract. Employment is not for any specified term and may be terminated at any time by either the employee or BSA, with or without notice, for any reason or no reason at all.

Equal Employment Opportunity

BSA provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, veteran status, or any other characteristic protected by law in accordance with applicable federal laws. In addition, BSA complies with applicable state and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, reduction in force, transfer, leaves of absence, compensation, and training.

Anti-Harassment Policy

It is the intent of BSA to provide an environment free of intimidation, hostility or other offensive conduct which might interfere with work performance and/or the learning environment. Harassment of any sort, verbal, physical or visual, of employees and/or students will not be tolerated. BSA expressly prohibits any and all acts of harassment or intimidation whether based on one's race, national origin, color, sex, age, creed, religion, or disability on employees and/or students.

Examples of conduct that may constitute sexual harassment include, but are not limited to, verbal, physical, or visual harassment or abuse (degrading sexual comments, unwelcome

propositions, and sexually offensive jokes, materials, or tricks), unwelcome requests for sexual favors or activity, inappropriate touching in a sexual or abusive nature (pinching, hugging, patting, or repeated brushing against another person's body), or a suggestion, threat, or action that makes the affected individual's employment, opportunities, or benefits subject to submission to sexual demands, harassment, or sexually offensive conduct.

Examples of conduct which may constitute harassment on account of race, color, religion, gender, national origin, age, or disability include but are not limited to, epithets or slurs; negative stereotyping; threats, intimidation, or hostile acts based on a prohibited factor; written or graphic materials that denigrate, show hostility to or show aversion toward an individual or group because of a prohibited factor which are placed on walls, bulletin boards, or elsewhere on the property of BSA.

Any employees found to have engaged in this type of harassment will be subject to immediate disciplinary action, up to and including termination of employment.

Any employee who wants to report an incident of sexual or other unlawful or unwelcome harassment should immediately report the matter to the Vice Principal with details of the incident(s). If the Vice Principal is unavailable or the employee believes it would be inappropriate to contact that person, the employee should immediately contact the Superintendent.

Employees can raise concerns and make reports without fear of retaliation.

Any employee who becomes aware of possible sexual or other unlawful or unwelcome harassment on co-employees and/or students, **MUST** immediately advise the Vice Principal and/or the Superintendent. Any and all reports of harassment received by BSA will be immediately and thoroughly investigated and prompt action will be taken. All employees have an obligation to cooperate in such investigations. The employee will be advised that he/she will not be retaliated against and that any information given will be restricted as much as possible. However, no guarantee of absolute confidentiality can be provided. The employee who submits a charge of harassment to BSA will be advised of the outcome of the investigation when appropriate, but will be advised in all cases when an investigation has been completed.

Substance Abuse Policy

BSA is committed to maintaining a safe working and learning environment. The illegal use and/or abuse of drugs and the use of alcoholic beverages can impair employee performance, jeopardize the safety of employees and students, and expose BSA to risk of property loss, damage, or injury. The purpose of this policy is to maximize the safety of all employees and students by maintaining a work environment that is free from the illegal use and/or abuse of drugs and alcoholic beverages.

The possession, consumption, manufacture, distribution, exchange, delivery, dispensation, sale, or current illegal use of drugs or drug-related paraphernalia is prohibited on BSA property, in vehicles used for business purposes, and at any other time. Employee shall not use, abuse, or have a reportable level of drugs or alcohol while on duty. Violation of this policy will result in termination of employment.

BSA may test employees for the illegal use of drugs and/or alcohol under certain circumstances, including reasonable suspicion of drug or alcohol use or following an accident involving personal injury or property damage. BSA reserves the right to implement random drug testing of employees for the illegal use of drugs (where permitted by applicable state law). Employees will be given prior notice to implementation of random drug testing.

Employees who refuse to submit to testing, or who produce a positive test for the illegal use of drugs and/or alcoholic beverages, will be immediately terminated.

Employees convicted, pleading guilty, or pleading no contest to criminal offenses involving drugs must report such convictions to the Superintendent within 5 days of such conviction or plea. The failure or refusal to report such convictions or pleas will result in immediate termination of employment.

Employees with questions or concerns relating to this policy and related educational material should contact the Superintendent.

Non-Fraternization Policy

Employee-Employee. All employees must avoid situations of actual or potential conflict of interest. Marriage or personal or romantic involvement between employees ordinarily creates an actual or potential conflict of interest. Romantic or personal relationships between employees also can lead to supervisory problems, possible claims of sexual harassment and morale problems.

Employees who marry or become involved in a romantic relationship should immediately notify and fully disclose the relevant circumstances to the Superintendent for a determination as to whether a potential or actual conflict exists. If an actual or potential conflict is determined, BSA may take whatever action appears appropriate according to the circumstances. Failure to disclose relevant facts may lead to disciplinary action, up to and including immediate termination.

Employee-Student. Romantic relationships between employees and students, regardless of age, is prohibited and in most cases illegal. Engagement in a romantic relationship with a student is grounds for immediate termination and may result in criminal and/or administrative action.

Reassignments

All personnel are subject to assignment and reassignment by the Superintendent. When reassignments are due to enrollment shifts or program changes, the Superintendent has final placement authority. Extracurricular or supplemental duty assignments may be reassigned at any time. Employees who object to a reassignment may follow the process for employee complaints as outlined in this handbook.

Workload and Work Schedules

Professional employees. Professional and administrative employees are exempt from overtime pay and are employed on a 10-, 11-, or 12-month basis, according to the work schedules set by BSA. A school calendar is adopted each year designating the work schedule for teachers and all school holidays. Notice of work schedules including required days of service and scheduled holidays will be distributed each school year.

Paraprofessional and auxiliary employees. Support employees are employed at will and will be notified of the required duty days, holidays, and hours of work for their position by the Superintendent. Paraprofessional and auxiliary employees are not exempt from overtime and are not authorized to work in excess of their assigned schedule without prior approval from the Superintendent or supervisor.

Performance Evaluations

Classroom teachers will participate in a written evaluation process with the Vice Principal at least annually. Reports, correspondence, and memoranda can also be used to document performance information. Classroom teachers will receive a copy of their written evaluation, have a performance conference with the Vice Principal, and get the opportunity to respond to the evaluation.

Employee Involvement

BSA offers opportunities for involvement in matters that affect employees. As part of BSA's decision-making process, employees may either be asked or elected to serve on committees.

Staff Development

Staff development activities are organized to meet the needs of BSA and its employees. Staff are expected to participate in all staff development activities.

Bad Weather Closings

Bad Weather Closings will be determined by the Superintendent and be announced on local radio and television stations.

Dress Policy

Your attire has a direct impact on the image of BSA and sets example for BSA students. BSA requires all employees be dressed in a professional, dignified and appropriate manner at all times while working for or representing BSA.

Generally, the following are considered appropriate attire:

Traditional business dress

Dress slacks

Jackets, blazers

Sweaters, cardigans, turtlenecks

Collared shirts without ties

Dress shoes, boots, loafers (leather polished)

Socks

Traditional business dress

Conservative dresses

Tailored skirts or slacks

Jackets, blazers

Matching or coordinated pant suits

Blouses, sweaters, collared shirts, turtlenecks

Dress shoes, pumps, flats (leather polished)

The following are not considered appropriate attire:

Shirts without collars

Athletic hats or caps

Sun dresses

Halter tops, spaghetti strap tops, etc.

Skirts shorter than 2-3" above the knee

Leggings, stirrups, spandex pants,

Hats

Jeans, overalls

Jogging suits, athletic suits, etc.

T-shirts

Shorts

Athletic shoes or casual sandals

Clothes that are too revealing

Clothes that are too tight, oversized, or faded

Clothes that have advertising (other than designer logo)

Untucked shirts/tops

Denim/chambray (unless tailored dress or pant suit)

Questions should be directed to the Vice Principal and/or Superintendent.

Name and Address Changes

It is important that employment records be kept up to date. Employees should notify the front office if there are any changes or corrections to their name, home address, home telephone number, marital status, emergency contact, or beneficiary. Forms to process a change in personal information can be obtained from the school secretary.

Personnel Records

Most of BSA's records including personnel records are public information and must be released upon request. A limited amount of personal information may be withheld. Employees may choose not to allow public access to or have the following information included in a staff directory by submitting a written request to the Superintendent within 14 days after the beginning of the school year.

Address

Phone number

Social Security number

Information that reveals whether they have family members

Reporting Suspected Child Abuse

All employees are required by state law to immediately report any suspected child abuse or neglect to Child Protective Services. Teachers and other professional staff are required to file a report within-48 hours of the event that led to the suspicion. Under state law, any person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent. Employees who suspect that a student has been or may be abused or neglected should report their concerns to the Superintendent.

GRIEVANCE PROCEDURE

BSA strongly encourages employees to attempt to resolve any complaints/grievances informally through open communication prior to initiating the formal grievance procedure whenever possible and appropriate. This policy provides employees an orderly process for the prompt and equitable resolution of grievances when a concern has not been resolved by the employee without the intervention of the administration. This policy shall not be construed to create new or additional rights beyond those granted by Board policy or law.

Definitions

Days : For the purposes of this policy, "days" shall mean calendar days.

Complaint/Grievance: The terms "complaint" and "grievance" shall have the same meaning. A grievance under this policy is required to be in writing and may include, but shall not be limited to, any of the following:

- Grievances concerning an employee's wages, hours, or conditions of work.
- Specific allegations of unlawful discrimination in employment on the basis of sex (including allegations of sexual harassment), race, religion, national origin, age, or disability.

- Specific allegations of unlawful discrimination or retaliation on the basis of employee's exercise of constitutional rights.
- "Whistleblower" complaints.

General Requirements

A grievance must be in writing and specify the individual harm alleged. An employee is prohibited from bringing separate or serial grievances regarding the same event or action. All time limits shall be strictly complied with unless modified by mutual consent. Costs of any grievance shall be paid by the party incurring them.

When the Superintendent determines that two or more individual grievances are sufficiently similar in nature and remedy to permit their resolution through one proceeding, he or she may consolidate the grievances.

Process

Level One. An employee who has a grievance shall request a conference with the Vice Principal by submitting the written grievance. If it would be inappropriate to submit the grievance to the Vice Principal because the grievance involves the Vice Principal, the employee should proceed to Level Two within the time limits allowed by Level One. The Level One grievance

must be filed within 15 days of the time the employee first knew or should have known of the event or series of events about which the employee is complaining. APPLICATION

The Vice Principal shall hold the conference within seven days after receipt of the written request. The Vice Principal shall have seven days following the conference within which to respond.

Level Two. If the outcome of the conference at Level One is not to the employee's satisfaction or if the time for a response has expired, the employee may request a conference with the Superintendent to discuss the grievance. The request shall be made in writing and must be filed within seven days following receipt of a written response or, if no written response is received, within seven days of the response deadline.

The Superintendent shall hold the conference within seven days after receipt of the written request. The Superintendent shall have seven days following the conference within which to respond.

Level Three. If the outcome of the conference at Level Two is not to the employee's satisfaction or if the time for a response has expired, the employee may request to place the matter on the agenda of a future Board meeting. The request must be in writing and made to Sr. Odilia Korenek, Board Vice President. The request must be filed within seven days following receipt of a written response or, if no written response is received, within

seven days of the response deadline. The Superintendent shall inform the employee of the date, time and place of the meeting.

The Superintendent shall provide the Board with copies of the employee's original grievance, all responses, and any written documentation previously submitted by the employee and the administration. The Board is not required to consider documentation not previously submitted or issues not previously presented.

The Level Three proceeding before the Board may be recorded by audio tape. The presiding officer may set reasonable time limits. The Board shall consider the grievance and may request a response from the administration, but the Board is not required to respond or take any action on the matter.

The lack of a response by the Board upholds the administrative decision at Level Two. Announcing a decision in the employee's presence constitutes communication of the decision. If the Board chooses to respond, the Board shall then make and communicate its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting.

If the grievance involves the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the employee bringing the grievance, it may be heard by the Board in closed meeting unless the employee bringing the grievance requests that it be heard in public.

If the grievance involves a complaint or charge against a Board Member, it shall be heard in closed meeting unless an open hearing is requested in writing by the employee or Board member against whom the complaint or charge is brought.

COMPENSATION AND BENEFITS

Salaries, wages, and stipends will be negotiated with each employee and noted in the contract or at-will arrangement.

Paychecks will be administered once a month. There will be a schedule for the entire twelve month period. This schedule will be distributed at the beginning of the school year.

Automatic payroll deposit

BSA offers employees automatic payroll deposit. Employees can have their paychecks electronically deposited into their account. With automatic deposit, an employee's paycheck is immediately available on the pay date. Contact the Finance Director for more information about the automatic payroll deposit service.

Payroll deductions

Automatic payroll deductions for the Texas Teacher Retirement System (TRS) and federal income tax are required for all full-time employees Medicare tax deductions are required for all employees hired after March 31, 1986. Temporary and part-

time employees who are not eligible for TRS membership must have their Social Security contributions deducted.

Other payroll deductions employees may elect include deductions for the employee's dependent health, dental, life, annuities. Salary deductions are automatically made for unauthorized or unpaid leave.

Overtime Compensation

BSA compensates overtime for nonexempt employees in accordance with federal wage and hour laws. Professional and administrative employees are ineligible for overtime compensation. Nonexempt employees are not authorized to work beyond their normal work schedule without advance approval from their supervisor.

Overtime is legally defined as all hours worked in excess of 40 hours weekly and is not measured by the day or by the employee's regular work schedule. Employees must work more than 40 total hours in a week to earn overtime compensation.

Employees may be compensated for overtime with compensatory time off or direct pay at time-and-a-half rates. The following applies to all nonexempt employees:

- Employees can accumulate up to 240 hours of compensatory time.

- Compensatory time earned must be used according to a schedule that is mutually agreeable to the employee and supervisor.

Travel Expense Reimbursement

Employees will be reimbursed at the rate of .28 per mile on pre-approved travel. **This travel must be approved by the Superintendent before the travel expense is incurred.**

Health and Life Insurance

Employees will pay \$5.00 a month towards premiums for insurance covering the employee only. BSA will pay the difference. Premiums for insurance policies covering an employee's spouse and/or children will be paid in their entirety by the employee. Insurance plan includes life, accidental death and dismemberment.

Workers' Compensation Insurance

BSA, in accordance with state law, provides workers' compensation to employees who suffer a work-related illness or are injured on the job. Benefits help pay for medical treatment and make up for part of the income lost while recovering. Specific benefits are prescribed by law depending on the circumstances of each case. All work-related accidents or injuries should be reported immediately to the Superintendent or Vice-Principal. Employees who are unable to work due to a work-related injury will be notified of their rights and responsibilities under the Texas Labor Code.

Unemployment Compensation Insurance

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits under the Texas Unemployment Compensation Act. Employees are not eligible to collect unemployment benefits during regularly scheduled breaks in the school year or the summer months if they have employment contracts or reasonable assurance of returning to service.

Employees with questions about unemployment benefits should contact the Superintendent.

Teacher Retirement

All personnel employed on a regular basis for at least one-half of the normal work schedule are members of the Texas Teacher Retirement System (TRS). Substitutes who work at least 90 days a year are also eligible for TRS membership and to purchase a year of creditable service. TRS provides members with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

Employees who plan to retire under TRS should notify the Finance Director as soon as possible. Information on application procedures for TRS benefits are available from the Finance Director. Additional inquiries should be addressed to: Teacher Retirement System, 1000 Red River Street, Austin, TX 78701-2698, or call (800)223-8778 or (512)397-6400.

COBRA Continuation Coverage

If you lose coverage under BSA's health insurance plan due to the termination of employment or a reduction in your work hours, you, your spouse and your dependent children may continue coverage for up to 18 months. This does not apply if you are terminated for gross misconduct. The opportunity to continue coverage is provided by the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Continued coverage will be the same coverage as that in effect for active employees. Within 14 days of a qualifying event (the day you lose coverage), you and your dependent will be notified of how to continue coverage and the cost. To elect continuation coverage you and your dependents must notify BSA no later than 60 days after the qualifying event or the date you and your dependent receive notice of your COBRA rights, whichever is later. If you and your dependents elect continued coverage, you and your dependents will pay the full cost of continued coverage, plus an administrative fee.

You and your dependents will have 45 days after the date of your election in which to pay the premium due for the period starting on the date coverage would otherwise have ended.

Subsequent monthly premiums must be received within 30 days of the due date or coverage will end. Please contact the Finance Director for more information concerning COBRA continuation coverage.

LEAVES AND ABSENCES

Paid Personal/Sick Leave

Each employee is allowed five (5) days of personal and/or sick leave per contract year. The employee will be paid for the (5) days of personal and/or sick leave. The employee will not be allowed to carry days over the next year. An employee that does not use his/her leave will lose their leave days for the next school year.

For the purposes of this policy, a 2-4 hour absence constitutes $\frac{1}{2}$ day leave. An absence that exceeds 4 hours constitutes one day leave.

Family and Medical Leave

Employees can take up to 12 weeks of unpaid leave each year between mid-August and the end of May for the following reasons:

- The birth, adoption, or foster placement of a child.
- To care for a spouse, parent, or child with a serious health condition.

- An employee's serious health condition.

A husband and wife who are both employed by BSA are subject to limits in the amount of leave that they can take to care for a parent with a serious health condition or for the birth, adoption, or foster placement of a child.

Employees are entitled to continue their health care benefits under the same terms and conditions as when they were on the job and are entitled to return to their previous job or an equivalent job at the end of their leave. Under some circumstances, teachers who are able to return to work at or near the conclusion of a semester may be required to continue their leave until the end of the semester.

Family and medical leave runs concurrently with accrued sick and personal leave. Accumulated leave will be used as family and medical leave, except in the case of employees who are receiving workers' compensation wage benefits.

In some circumstances, employees may take family and medical leave in blocks of time or by reducing their normal weekly or daily work schedule. Intermittent leave may be taken under the following circumstances:

- To allow an employee to care for a seriously ill spouse, child, or parent.
- When an employee requires medical treatment for serious illness.
- When an employee is seriously ill and unable to work.

- When an employee becomes a parent or has a foster child placed in his or her home.

When the need for family and medical leave is foreseeable, employees who want to use it must provide 30-day advance notice of their need. When the need for leave is not foreseeable, employees must contact the Finance Director as soon as possible. Employees may be required to provide the following:

- Medical certification from a qualified health care provider supporting the need for leave due to a serious health condition affecting the employee or immediate family member.
- Second or third medical opinions and periodic re-certification of the need for leave.
- Periodic reports during the leave regarding the employee's status and intent to return to work.
- Medical certification from a qualified health care provider at the conclusion of leave of an employee's ability to perform the essential job functions.

Employees requiring family and medical leave should contact the Finance Director for details on eligibility, requirements, and limitations.

Workers' Compensation Benefits

An employee receiving workers' compensation wage benefits for a job-related injury may use paid personal/sick leave in conjunction with workers' compensation while recovering. Absences for job-related injuries or illnesses under workers' compensation plans will also be counted towards your 12 weeks of Family and Medical leave.

Jury Duty

Employees will receive leave with pay and without loss of accumulated leave for jury duty. Employees must present documentation of the service and a copy of any compensation they receive.

Other Court Appearances

Employees will be granted paid leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding. Absences for court appearances related to an employee's personal business must be taken as personal leave. Employees may be required to submit documentation of their need for leave for court appearances.

Military Leave

Leave for Military Service. Any employee who is a member of the Texas National Guard, Texas State Guard, or reserves component of the armed forces will be granted leave of absence without loss of any accumulated leave for authorized training or duty orders. Military leave will not exceed 15 days per year.

Re-Employment after State Military Leave. Employees who leave the district to enter into active duty with the Texas National Guard may return to employment if they are honorably discharged or released within five years. Employees who wish to return to BSA will be re-employed in the same position they previously held or reassigned to a position of similar seniority, status, and pay, provided they are still qualified to perform the required duties of the position. Application for re-employment and evidence of honorable discharge or release must be submitted to the Superintendent within 90 days of discharge or separation.

Re-Employment after Federal Military Leave. Employees who leave the district to enter into the United States uniformed services may return to employment if they are honorably discharged. Employees who wish to return to BSA will be re-employed in the position they would have held if employment had not been interrupted or reassigned to an equivalent or similar position provided they are still qualified to perform the required duties. To be eligible for re-employment, employees must provide notice of their obligation or intent to perform military service, provide evidence of honorable discharge or release, and submit an application for re-employment to the Superintendent.

Employees who perform service in the uniformed services may elect to continue their health plan coverage for a period not to exceed 18 months. Employees should contact the Finance Director for details on eligibility, requirements, and limitations.

EMPLOYEE CONDUCT

Standards of Conduct

All employees are expected to work together in a cooperative spirit to serve the best interests of BSA and to be courteous to students, one another, and the public. Employees are expected to observe the following standards of conduct:

- Recognize and respect the rights and property of students and co-workers and maintain confidentiality in all matters relating to students and coworkers.
- Report to work according to the assigned schedule.
- Notify their immediate supervisor as early as possible (preferably in advance) in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, and tardiness may be cause for disciplinary action.
- Know and comply with department and district procedures and policies.
- Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
- Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.

- Use BSA's funds and property for authorized business and activities only.

Any employee not complying with the standards of conduct may be officially disciplined, up to and including termination. All disciplinary actions are to be determined by the Superintendent. The standards of conduct set out in this handbook are not a total listing and do not preclude termination for conduct that violates the normal and reasonable standards of workplace conduct or other policies set forth in this handbook as determined by BSA.

Safety

BSA has developed and promotes a comprehensive program to ensure the safety of its employees, students, and visitors. The safety program includes guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries. To prevent or minimize injuries to employees, coworkers, and students, and to protect and conserve BSA's equipment, employees must comply with the following requirement:

- Observe all safety rules.
- Keep work areas clean and orderly at all times.
- Immediately report all accidents to their supervisor.
- Operate only equipment or machines for which they have training and authorization.

Employees with questions or concerns relating to safety programs and issues can contact the Superintendent.

Tobacco Use

Smoking or using tobacco products is prohibited by law on BSA's property. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of BSA-owned vehicles are prohibited from smoking while inside the vehicle. BSA posts notices stating that smoking is prohibited by law and punishable by a fine.

Possession of Firearms and Weapons

Employees, visitors, and students are prohibited from bringing firearms, knives, or other weapons (as defined by the Superintendent) onto school premises or any grounds or building where a school sponsored activity takes place. To ensure the safety of all persons, employees who observe or suspect a violation of BSA's weapon policy should report it to the Vice Principal and/or Superintendent at 532-9161.

Copyrighted Materials

Employees are expected to comply with the provisions of copyright law relating to the unauthorized use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data, Internet and programs, etc.). Rented video tapes are to be used in the classroom for educational purposes only. Duplication or backups of computer programs and data must be made within the provisions of the purchase agreement.

Computer Use and Data Management

BSA's electronic communications systems, including its network access to the Internet, is to be used for administrative and instructional purposes only. Electronic mail transmissions and other use of the electronic communications systems are not confidential and can be monitored at any time to ensure appropriate use.

Employees and students who are authorized to use the systems are required to abide by the provisions of BSA's communications systems policy and administrative procedures. Failure to do so can result in suspension or termination of privileges and may lead to disciplinary action. Employees with questions about computer use and data management can contact the Superintendent.

Association and Political Activities

BSA will not directly or indirectly discourage employees from participating in political affairs or require any employee to join any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization.

An individual's employment will not be affected by membership or a decision not to be a member of any employee organization that exists for the purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

Visitors in the Work Place

All visitors are expected to enter BSA through the main entrance and sign in or report to the building's main office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on BSA's premises would immediately direct him or her to the building office.

Search and Inspection

When deemed appropriate or necessary, BSA may restrict, monitor, peruse, inspect and/or search any of BSA's facilities, equipment or systems, including, but not limited to, offices, cubicles, desks, credenzas, work area, lockers, file drawers, and computer files, electronic mail, telephone conversations, and

voice mail. This policy extends to employees' personal effects, such as purses, packages and vehicles, which are brought onto BSA property or used in the course of BSA business. For the purpose of this policy, "BSA Property" includes buildings, grounds, parking lots, leased facilities and other locations where employees are acting in the course and scope of their employment. Such searches and inspections may be conducted at the discretion of BSA without prior announcement to employees. By entering onto BSA Property or conducting BSA business, employees consent to such monitoring, restrictions, perusal, searches and inspections. Employees are prohibited from installing or using a personal lock on any BSA Property or equipment.

A search of an employee or his/her clothing will be conducted by a person of the same gender.

Employees who refuse to cooperate with the terms of this policy are subject to termination of employment. Employees who, as a result of a search or inspection, are found to be in violation of a BSA policy or in possession of property belonging to co-workers, visitors, or BSA, or in possession of contraband substances such as alcoholic beverages, illegal drugs, drug-related paraphernalia, or firearms or other weapons, or other items prohibited by law, are subject to disciplinary action, up to and including termination.

TERMINATION OF EMPLOYMENT

Contract Employees

Termination of employment procedures are outlined in the individual employment contract.

Non-contract Employees

Resignation. Non-contract employees may resign their positions at any time. A written notice of resignation should be submitted to the Superintendent at least two weeks prior to effective date. Employees are encouraged to include the reasons for leaving in the letter of resignation but are not required to do so.

Dismissal of Non-contract Employees. Non-contract employees are employed at will and may be dismissed without notice, at any time, for any reason or no reason at all, a description of the reasons for dismissal, or a hearing. It is unlawful for BSA to dismiss any employee for reasons of race, religion, sex, national origin, disability, military status, any other basis protected by law, or in retaliation for the exercise of certain protected legal rights. Non-contract employees who are dismissed have the right to a grievance hearing before the board. To present a grievance, the employee must follow the grievance procedure set forth in this handbook.

Exit Interviews and Procedures

Exit interviews will be scheduled for all employees leaving BSA. Information on the continuation of benefits, release of information, and procedures for requesting references will be provided at this time. Separating employees are asked to provide BSA with a forwarding address and phone number.

All keys, books, property, and equipment must be returned upon separation from employment. BSA may withhold the cost of any items not returned from the final paycheck.

Reports to the Commissioner

The dismissal or resignation of a certified employee will be reported to the Texas Commissioner of Education if there is reasonable evidence that the employee's conduct involves the following:

- Any form of sexual or physical abuse of a minor or any other illegal conduct with a minor.
- The possession, transfer, sale, or distribution of a controlled substance.
- The illegal transfer, appropriation, or expenditure of BSA Property or funds.
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would

APPLICATION

entitle the individual to a professional position or to receive additional compensation associated with a position.

- Committing a crime on BSA Property or at a BSA sponsored event.

HANDBOOK ACKNOWLEDGMENT

I have received a copy of Blessed Sacrament Academy Charter High School's Employee Handbook and understand it is my responsibility to read and understand the policies, procedures, and benefits outlined in this handbook. I specifically understand that this handbook contains a procedure that I must follow if I am subject to any harassment, to give BSA the opportunity to ensure prompt remedial action on my complaint.

I understand that this handbook may be subject to change at the discretion of the Board without advance notice.

I understand that this is not a contract, express or implied, between BSA and any employee, and does not grant employment for any specific duration. Either myself or BSA may terminate the employment relationship at any time unless otherwise specified in a written contract of employment.

I understand that I am responsible for complying with the policies and procedures in this handbook. Nothing contained in this handbook is intended to violate or restrict any rights of employees guaranteed by state or federal law.

Name of Employee

Signature of Employee

Date

Signature of Superintendent

Date

**TEXAS EDUCATION AGENCY**

APPLICATION

**Minimum Salary Schedule for
Classroom Teachers, Full-Time Librarians, Full-Time
Counselors, & Full-Time School Nurses**

Prepared by the Texas Education Agency for the 2000-2001 School Year.
Monthly salary based on the standard 10 month contract.

Years of Experience Credited	Monthly Salary
0	2,424
1	2,481
2	2,539
3	2,596
4	2,717
5	2,838
6	2,959
7	3,072
8	3,178
9	3,279
10	3,373
11	3,464
12	3,549
13	3,628
14	3,705
15	3,776
16	3,844

102

17	3,908
18	3,968
19	4,026
20 & Over	4,080

APPLICATION

*Texas Education Agency (TEA)
Division of State Funding
June 1, 1999*

Send comments or suggestions to sfinance@mail.tea.state.tx.us

APPLICATION

EMPLOYMENT CONTRACT

This employment contract (hereinafter "Agreement") is made by and between Blessed Sacrament Academy Charter High School (hereinafter "BSA") a Texas Education Agency open-enrollment charter school and (hereinafter "Staff") for services rendered to BSA.

1. **Employment.** Commencing on __, BSA hereby employs Staff to perform, and Staff hereby accepts employment and agrees to perform, in the capacity of Teacher/Staff, such duties and services customarily associated with such position, and/or duties and services as may be hereafter assigned by the BSA Superintendent.
2. **Duties.** Staff agrees to diligently and conscientiously devote his/her best efforts and the time reasonably necessary to discharge assigned duties and responsibilities. This includes, but is not limited to, devotion to assigned duties and such other collateral activities, including the direction of students and administrative work as is usually associated with assigned position and as may be prescribed by BSA through its administrative officers. Staff also agrees to attend all scheduled staff meetings, special in-services meetings, and any other special function of BSA as expected or required, unless the proper person in authority has excused Staff's attendance. Staff additionally agrees to follow all rules, policies and procedures, whether written or verbal, given by the Superintendent of BSA. Staff further agrees to exemplify high moral standards and ideals in the performance of all his/her duties and to refrain from any actions which would reflect discredit on BSA and its philosophy while he/she is a member of the staff.
3. **Term.** This agreement commences on the __th day of __ and terminates on the __th day of __ unless terminated sooner by either party in accordance with the provisions of Paragraph 7.
4. **Compensation.** For all services rendered by Staff in accordance with this Agreement, BSA agrees to pay Staff at a gross rate of \$__, less standard deductions, including mandatory contributions to TRS. Salary payments will be made in the amount of \$__ every month over a twelve month period. First pay day is __; last pay day is __ - provided all terms of the contract are fulfilled. Total contract days = __.
5. **Employee Benefits.** Staff is entitled to participate in the group health insurance program (whether and if accepted by the insurance carrier underwriting the policy) for the term of this Agreement. Staff understands that BSA shall pay health insurance premiums only for Staff during the term of this Agreement. In the event that Staff wishes to enroll his/her dependents in the BSA health insurance program, Staff understands that BSA will not pay the premiums for dependents.

Staff is entitled to five (5) days of leave with pay per contract year. For each additional day absent, a day's salary shall be deducted. A day's salary shall be computed at $\frac{1}{x}$ of the total salary (x = days as identified in Paragraph 4).

6. **Complaint Procedure.** In the event of any disputes between Staff and BSA in connection with any aspect of Staff's employment, or termination thereof, Staff agrees to present said dispute in accordance with the Complaint Procedure set forth in the BSA Employee Handbook. The decision reached under the Complaint Procedure shall be final and binding upon Staff.
7. **Termination of Agreement.**
 - a.) **"For cause"** If in the opinion of BSA, Staff breaches or neglects the duties required under the terms of this agreement, or if in the opinion of BSA, Staff

commits insubordination, public immorality, drug or alcohol abuse, any public compromise of BSA philosophy or teachings, or is convicted of (or pleads no contest to or receives deferred adjudication for) a felony, BSA may immediately terminate this agreement by giving written notice of such termination. Staff will be relieved of all responsibilities and employment will be terminated subject to payment of any earned, unpaid salary.

b.) "Without cause" To terminate this Agreement without cause, a party must notify the other party, in writing, of the desire to end the relationship two weeks prior to the date of requested termination. BSA reserves the right to pay Staff two weeks salary in lieu of giving notice.

When notice of termination given by Staff is less than two weeks, Staff agrees to pay BSA the sum of five hundred dollars (\$500.00) for failure to give two weeks notice. The sum is mutually agreed by both parties to constitute liquidated damages, since it is impossible to ascertain or estimate the exact or entire cost, damage, or injury which BSA would sustain by reason of Staff's failing to give full and sufficient notice. In this regard, Staff agrees that BSA would be placed at a severe disadvantage in attempting to fill Staff's position with less than two weeks notice as required by this provision. This sum is agreed to as compensation for the injury suffered by BSA and not as a penalty.

8. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated.
9. Interpretation. This Agreement shall be interpreted in accordance with, and governed by, the laws of the State of Texas, and all actions or causes of action brought to enforce or interpret said Agreement shall be in the appropriate state court in Bexar County, Texas.
10. No Waiver. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each of the parties hereto.

IN WITNESS WHEREFOR, the parties have executed this Agreement.

Blessed Sacrament Academy Charter High School

By: _____ By: _____
Staff Date Superintendent Date

By: _____
School Board Representative Date

APPLICATION

ATTACHMENT H

BIOGRAPHICAL AFFIDAVIT FOR ADMINISTRATORS

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

APPLICATION

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
Blessed Sacrament Academy, Inc.
Blessed Sacrament Academy Charter High School

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

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

1. Full Name (Initials Not Acceptable): Joseph Guadalupe Rendon
2. Have you ever had your name changed? no If yes, give reason for the change: _____

b. Maiden Name (if female) _____
c. Other names used at any time none
3. Social Security Number*: [REDACTED]
4. Date and Place of Birth: June 16, 1971 San Antonio, Texas
5. Business Address: 1135 Mission Road, San Antonio, Texas 78210
Business Telephone: 210-532-9161
6. List your residences for the last ten (10) years starting with your current address, giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1990</u>	<u>2803 War Arrow</u>	<u>San Antonio, Tx</u>	<u>78238</u>

7. Education: Dates, Names, Locations and Degrees

College 1994 Our Lady of the Lake University, San Antonio, Texas
BSW- Bachelor of Social Work
Graduate Studies 1997 Our Lady of the Lake University
San Antonio, Texas, MSW- Master of Social Work
Others none

APPLICATION

8. List Membership in Professional Societies and Associations: National Association of Social Workers

9. Present or Proposed Position with the Proposed Charter School : Superintendent

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
1997-Present	BSA	1135 Mission Road	Superintendent
1994-1995	CYFD	Ruidoso, NM	CPS Investigator

11. Present employer may be contacted: Yes No (Circle One)

Former employers may be contacted: Yes No (Circle One)

12. a Have you ever been in a position which required a fidelity bond? _____ If any claims were made on the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? no
If yes, give details: _____

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): licensed Master Social Worker/State issued approximately August 1997

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? no If yes, give details: _____

16. Have you ever been adjudged bankrupt? no

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? no

If yes, give details: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? no

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? no. If so, please furnish details: _____

Dated and signed this 26th day of October, 2000, at 1135 Mission Road, San Antonio, TX 78210.

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Joseph G. Bendon, owner
(Signature of Affiant)

State of TX
County of Bexar

Personally appeared before me the above named Joseph Bendon personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 26 day of October, 2000.

Lisa Alamy
(Notary Public)

My commission expires 2001

(SEAL)

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

APPLICATION

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
Blessed Sacrament Academy Charter High School

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

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

1. Full Name (Initials Not Acceptable): Brigitte Marie Bedolla

2. Have you ever had your name changed? No If yes, give reason for change:
Not Applicable

b. Maiden Name (if female) Not Applicable

c. Other names used at any time Not Applicable

3. Social Security Number*: [REDACTED]

4. Date and Place of Birth: Bellflower, California

5. Business Address: 1135 Mission Road, San Antonio, Texas 78210
Business Telephone: (210) 532-9161

6. List your residences for the last ten (10) years starting with your current address, giving:

DATES	ADDRESS	CITY AND STATE	ZIP CODE
8/95 - present	6437 Maverick Oak Drive	San Antonio, TX	78240-2677
11/94 - 8/95	412 Don Diego Road	Los Lunas, NM	87031
9/92 - 10/94	4721 Ave. DeLos Arboles	Yorba Linda, CA	92686
1/89 - 9/92	Astronautics Laboratory	EAFB, CA	92530

7. Education: Dates, Names, Locations and Degrees

College Chapman University, 1993, Orange, California,
Bachelor of Arts in Social Sciences

Graduate Studies Our Lady of the Lake University, 1998, San Antonio, Texas
Masters of Education and Curriculum Development

Others _____

8. List Membership in Professional Associations: _____
Association of Texas Professional Educators (ATPE)

9. Present or Proposed Position with the Proposed Charter School: _____
Vice Principal

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty years)

DATES	EMPLOYER	ADDRESS	TITLE
4/2000 - present	BSA	1135 Mission Road	Vice Principal
8/98 - 4/2000	BSA	1135 Mission Road	Teacher
8/95 - 5/98	St. Francis Academy	1800 Cenntenial Road	Teacher
2/94 - 6/95	The New Mexico State Bar	Albuquerque, NM	Executive Assistant
1/89 - 1/93	United States Air Force	Edwards AFB, CA	Admin. Assistant

11. Present Employer may be contacted: Yes No (Circle One)
 Former employers may be contacted: Yes No (Circle One)

12. a Have you ever been in a position which required a fidelity bond? No
 If any claims were made on the bond, give details: Not applicable

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond canceled or revoked? No
 If yes, give details: Not Applicable

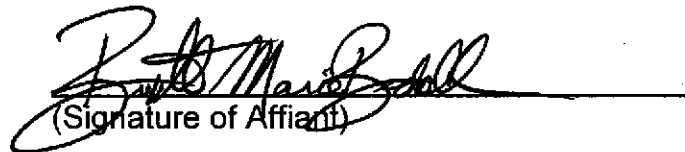
13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): State Board Educator Certification,
29 April 2000 to present, issued by: State of Texas

14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental agency or regulatory authority, or has such license held by you ever been suspended or revoked? No If yes, give details: Not Applicable

15. Will you or members or your immediate family be employed by (directly or through contract) or receive remuneration from proposed charter school? No If yes, give details: Not Applicable

16. Have you ever been adjudged bankrupt? No
17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been subject of any disciplinary proceedings of any federal or state regulatory agency? No If yes, give details Not Applicable
18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship?
No
19. Are you now, or have you ever been, within the past five years, a plaintiff or defendant in any lawsuit? No. If yes, please furnish details Not Applicable

Dated and signed this 26TH day of OCTOBER
2000 at 1135 MISSION RD., SAN ANTONIO, TX 78210
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

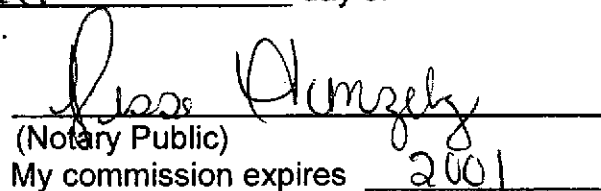

(Signature of Affiant)

State of TX
County of Bexar

Personally appeared before me the above named Brigette Bedalla
personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 26th day of
October, 2000.

(SEAL)


(Notary Public)
My commission expires 2001

APPLICATION

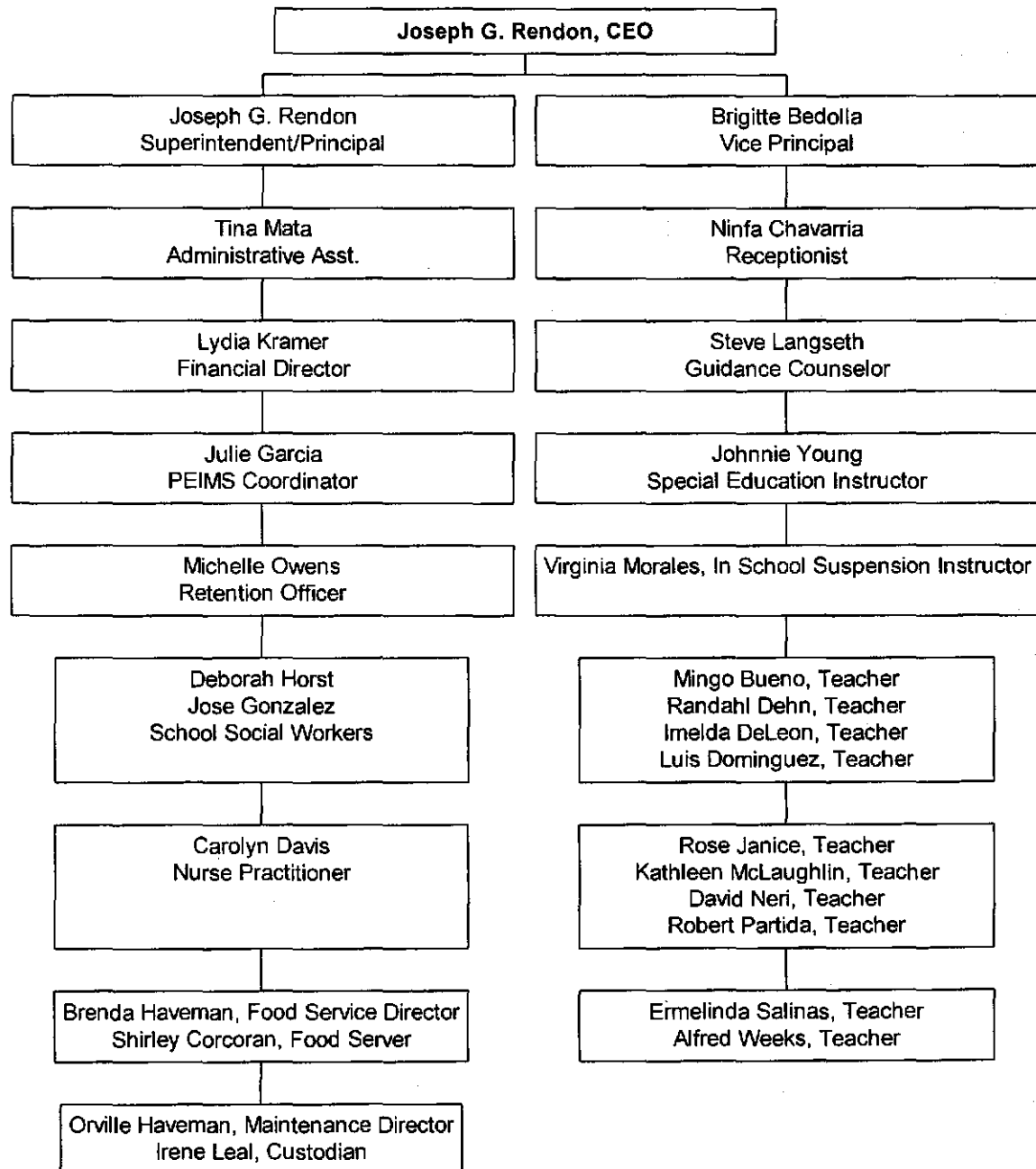
ATTACHMENT I
ORGANIZATIONAL CHART

BLESSED SACRAMENT ACADEMY CHARTER HIGH SCHOOL

ORGANIZATIONAL CHART

APPLICATION

2000-2001



ATTACHMENT J

- ❖ JOB DESCRIPTION FOR CEO
- ❖ JOB DESCRIPTION FOR VICE-PRINCIPAL
- ❖ JOB DESCRIPTION FOR FINANCE DIRECTOR

Blessed Sacrament Academy Charter High School**APPLICATION****Employment :Policies**

Job Title: Superintendent/Principal

Reports To: Board Of Trustees

Job Description: Carry out the mission of the school district (charter school) by directing and managing the instructional program and supervising general operations at the charter school; provide leadership which will result in an instructional program that meets the needs of all students and operates at a high level of student academic and social skill performance. Any other duties assigned by the Board of Trustees.

Terms Of Employment:

Length of work year:

209 days

Work Day:

7:30 a.m. through 4:30 p.m.

Salary:

Annual salary schedule to be approved by the Board of Trustees of Blessed Sacrament Academy Charter High School.

Qualifications:

Education/Certification:

Master's Degree

Special Knowledge/Skills:

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

Experience:

1 year administration experience preferred

Blessed Sacrament Academy Charter High School

APPLICATION

Employment Policies

Job Title: Vice-Principal

Immediate Supervisor: Superintendent/Principal

Job Description: Assistant to the Superintendent/Principal in the administration of the instructional program, management, and the operation of the school campus. Any other duties assigned by the Superintendent/Principal.

Terms Of Employment:

Length of work year:

209 days

Work Day:

7:30 a.m. through 4:30 p.m.

Salary:

Annual salary schedule to be approved by the Board of Trustees of Blessed Sacrament Academy Charter High School.

Qualifications:

Education/Certification:

Master's Degree in Education

Special Knowledge/Skills:

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

Experience:

1 year administration experience preferred

Blessed Sacrament Academy Charter High School APPLICATION
Job Description – Finance Director

Description of Duties:

The Finance Director is responsible for maintaining all financial records for the high school. This includes, but is not limited to, the following tasks:

Monitors the purchase requisition / purchase order process. Ensure that all items are logged, approved by the superintendent (purchase req. & purchase order), encumbered, and reconciled monthly. Notify superintendent of budget status prior to issuing a purchase order.

Prepare deposits as cash/checks are received.

Process all invoices – match to outstanding purchase orders to ensure accuracy of invoicing.

Prepare check/cash disbursement records for all transactions (payment authorizations and purchase order payments). Obtain superintendent's approval prior to writing the checks.

Enter all cash receipts / disbursements into the general ledger system. Create and enter any journal entries necessary to accurately record all transactions.

Process payroll on a monthly basis.

Complete all monthly Teacher Retirement System reporting requirements.

Code transactions to federal grants per superintendent (grant coordinator) specifications. Create expenditure reports based on financial records. Complete web expenditure request for funds.

Create and maintain yearly accounts payable vendor files.

Complete a monthly Bank Reconciliation

General Ledger Account Balance Reconciliation / Schedules (as necessary)

Complete monthly system close out and maintain printouts of all system reports (including general journal, monthly detail general ledger, encumbrance journal, etc.)

Complete daily, weekly, and monthly back-ups of finance system – (for on site and off site storage).

Complete monthly detailed budget status reports

Monthly Finance presentation at School Board Meetings

Monitors the Budget and notifies Superintendent of current status prior to any expenditures taking place.

Monitors cash flow and notifies Superintendent and Board of any concerns.

Works with Superintendent to prepare budget draft for submission to school board.

Utilize accounting principles to analyze financial information and prepare financial reports as needed by management.

Create and maintain essential financial records and files.

Other tasks / projects as assigned by Superintendent

APPLICATION

Knowledge, Skills, and Abilities

Knowledge of accounting policies, procedures, methods used in budgeting, accounting, internal auditing, program evaluation, and financial and managerial reporting required.

Ability to assist superintendent in developing, applying, and adjusting financial plans and policies to obtain objectives.

Ability to make oral and written presentations in a clear, concise manner.

Ability to learn to utilize various types of electronic and/or manual recording and information systems used by the school, regional service centers, or state agencies

Ability to interpret and apply a variety of rules, regulations, policies and procedures as related to regional service centers and state agency laws and guidelines.

Ability to prepare concise, informative reports containing findings, conclusions, and recommendations.

Ability to direct establishment and maintenance of essential records and files.

Education / Experience Requirements:

Graduation from an accredited college or university with a Bachelor's degree in Accounting, Budgeting, Finance, or Economics preferred.

At least two years experience in financial management such as accounting, budgeting, auditing, or financial or fiscal analysis.

APPLICATION

ATTACHMENT K
JOB DESCRIPTION FOR TEACHERS

Blessed Sacrament Academy Charter High School

Employment Policies

Job Title: Teacher

Immediate Supervisor: Vice-Principal

Job Description: Provide students with the appropriate learning activities and experiences designed to address the various learning styles of our students. Empower students to become self-sufficient and develop the appropriate communication and social skills to become successful in our society. Any other duties assigned by the Vice-Principal.

Terms Of Employment:

Length of work year:

187 days

Work Day:

8:30 a.m. through 4:30 p.m.

Salary:

Annual salary schedule to be approved by the Board of Trustees of Blessed Sacrament Academy Charter High School.

Qualifications:

Education/Certification:

Bachelor's Degree

Special Knowledge/Skills:

Knowledge of developing lesson plans. Knowledge of classroom instruction and the ability to manage classroom behavior. Ability to work with and develop at-risk youth.

Experience:

1 year teaching preferred

APPLICATION

ATTACHMENT L
JOB DESCRIPTIONS FOR STAFF

Blessed Sacrament Academy Charter High School

APPLICATION

Employment Policies

Job Title: Administrative Assistant

Immediate Supervisor: Superintendent/Principal

Job Description: Facilitate and coordinate the front office day to day operations. Ensure that the guests and parents of BSA are attended to in a timely manner. Develop procedures to assist the superintendent in the maintenance of the school front office. Responsible for answering and maintaining the phone calls to the school. Responsible for the clerical duties as assigned by the superintendent. Responsible for ordering office and school supplies/equipment. Any other duties assigned by the Superintendent/Principal.

Terms Of Employment:

Length of work year:

209 days

Work Day:

8:00 a.m. through 4:30 p.m.

Salary:

Annual salary schedule to be approved by the Board of Trustees of Blessed Sacrament Academy Charter High School.

Qualifications:

Education/Certification:

High School Diploma

Special Knowledge/Skills:

Knowledge of front office maintenance. Excellent communication skills, both verbal and written. Also, excellent organizational and interpersonal skills.

Experience:

2 Years administrative assistant experience preferred.

APPLICATION

Blessed Sacrament Academy Charter High School

Employment Policies

Job Title: School Social Worker

Immediate Supervisor: Superintendent/Principal

Job Description: Responsible for the coordination of services for our students. Maintenance of the Pregnancy related services program. Ability to conduct home visits when needed. Conduct individual and group counseling sessions. Ability to bring outside organizations into our school community that will benefit our students. Any other duties assigned by the Superintendent/Principal.

Terms Of Employment:

Length of work year:

209 days

Work Day:

8:00 a.m. through 4:30 p.m.

Salary:

Annual salary schedule to be approved by the Board of Trustees of Blessed Sacrament Academy Charter High School.

Qualifications:

Education/Certification:

Master's in Social Work from a University accredited by the Council on Social Work Education

Licensed in the State of Texas as a Licensed Master Social Worker

Special Knowledge/Skills:

Knowledge of school social work services. Excellent verbal and written communication skills. Excellent public relations skills. Ability to work with at-risk youth.

Experience:

1 year of School Social Work experience preferred

Blessed Sacrament Academy Charter High School

Employment Policies

Job Title: Guidance Counselor

Immediate Supervisor: Superintendent/Principal

Job Description: Responsible for the coordination of services to students in an academic capacity. Plan, implement, and evaluate programs that assist students in their pursuit of higher education. Plan and schedule student schedules each grading period. Responsible for the maintenance of student transcripts. Any other duties assigned by the Superintendent/Principal.

Terms Of Employment:

Length of work year:

194 days

Work Day:

8:00 a.m. through 4:30 p.m.

Salary:

Annual salary schedule to be approved by the Board of Trustees of Blessed Sacrament Academy Charter High School.

Qualifications:

Education/Certification:

Associate of Arts Degree

Special Knowledge/Skills:

Knowledge of a grading system and ability to schedule students in appropriate classes. Knowledge of the Texas Essential Knowledge and Skills. Knowledge of the Texas requirements for high school graduation.

Experience:

2 Years guidance counselor experience preferred.

Blessed Sacrament Academy Charter High School APPLICATION

Employment Policies

Job Title: Nurse

Immediate Supervisor: Superintendent/Principal

Job Description: Provide students with the appropriate medical care. To provide the students with the knowledge necessary to make informed decisions regarding health care and personal hygiene. To be able to empower students to sign up for the appropriate medical help. Also, the nurse shall prepare all student files and ensure that the records are in order in accordance with the Texas Education Agency. Any other duties assigned by the Superintendent/Principal.

Terms Of Employment:

Length of work year:

Monday – Thursday 154 days

Work Day:

Monday – Thursday 8:30 a.m. to 2:30 p.m.

Salary:

\$30 per hour M – T 6 hrs per day @ \$30 154 days \$180 per day

Total yearly salary \$27,720

Qualifications:

Education/Certification:

Bachelor's Degree

Special Knowledge/Skills:

Knowledge of developing plans for students medical needs. Ability to facilitate an array of services for the students and implement medical services. Ability to work with and develop at-risk youth.

Experience:

1 year medical experience preferred

APPLICATION

Blessed Sacrament Academy Charter High School

Employment Policies

Job Title: Custodian

Immediate Supervisor: Superintendent/Principal

Job Description: Responsible for the maintenance of the school facilities. Carry out the duties of maintaining the school grounds, vehicles and buildings. Any other duties assigned by the Superintendent/Principal.

Terms Of Employment:

Length of work year:

208 days

Work Day:

Set by Superintendent/Principal

Salary:

Annual salary schedule to be approved by the Board of Trustees of Blessed Sacrament Academy Charter High School.

Qualifications:

Education/Certification:

High school diploma or working towards High School Diploma

Special Knowledge/Skills:

Ability to work in an environment that is constantly changing. Ability to accomplish several tasks at one time. Ability to communicate effectively.

Experience:

1 year of Custodian experience preferred

Blessed Sacrament Academy Charter High School

Employment Policies

Job Title: Public Education Information Management System Specialist

Immediate Supervisor: Superintendent/Principal

Job Description: Responsible for the student attendance accounting. Must be able to produce reports as needed by the administration to assist in the operation of the charter school. Any other duties assigned by the Superintendent/Principal.

Terms Of Employment:

Length of work year:

203 days

Work Day:

8:00 a.m. through 4:30 p.m.

Salary:

Annual salary schedule to be approved by the Board of Trustees of Blessed Sacrament Academy Charter High School.

Qualifications:

Education/Certification:

High school diploma

Special Knowledge/Skills:

Knowledge of the RSCCC software. Knowledge of the reporting requirements of the Texas Education Agency and Region XX. Ability to communicate effectively, both verbal and written. Responsible for the issuing of transcripts and students reports.

Experience:

1 year of PEIMS experience preferred

APPLICATION

ATTACHMENT M
STUDENT HANDBOOK



1135 Mission Road
San Antonio, Texas 78210-4598

Tel: (210) 532-9161 • Fax (210) 533-5612

APPLICATION

STUDENT HANDBOOK

2000-2001

BSA EMPLOYEES

Staff Administrative: Mr. Joseph G. Rendon, Superintendent/Principal
Ms. Brigitte Bedolla, Vice Principal

Faculty:

Mr. Randy Dehn, Electives
Mrs. Imelda DeLeon, Mathematics
Mr. Luis Dominguez, Mathematics
Ms. Rose Janice, Science/Coach
Ms. Rebekah Jones, Language Arts/TAAS Coordinator
Mr. Johnnie Young, Special Education Instructor
Mrs. Katherine Q. McLaughlin, Language Arts
Mr. David Neri, Mathematics
Mr. Robert Partida, Social Studies
Ms. Ermelinda Salinas, P.E/Health
Sr. Kathleen Walsh, Textiles/Design
Mr. Alfred Weeks, Electives/Coach

Staff:

Ms. Tina Acosta, Administrative Assistant
Mrs. Ninfa Chavarria, Secretary
Mrs. Shirley Corcoran, Cook
Mr. Pete Galindo, Police Officer
Ms. Julie Garcia, Attendance/PEIMS
Mr. Jose Gonzalez, Social Worker
Mrs. Brenda Haveman, Food Director
Mrs. Deborah Horst, Social Worker
Ms. Lydia Kramer, Finance Director
Mr. Steve Langseth, Guidance Counselor
Ms. Irene Leal, Custodian
Ms. Freedom Martinez, Office Assistant
Mr. Gilbert Martinez, Custodian
Mrs. Michelle Owens, Retention Officer
Ms. Donna Schweers, Finance

BSA Charter High School Charter High School (BSA) is an Academic high school that has been recognized for its innovative and dynamic program by the State Board of Education, and approved as one of the Open-enrollment Charter Schools in the state of Texas.

BSA does not discriminate on the basis of age, gender, disability, creed, or national/ethnic origin.

Any student interested in attending **BSA** must complete the application packet and process which is available in the school office.

BSA Charter High School Charter High School
1135 Mission Road
San Antonio, Texas 78210
Phone: (210) 532-9161 / Fax: (210) 533-5612

BSA MISSION STATEMENT

BSA Charter High School is an innovative & dynamic learning **COMMUNITY**. BSA is based on **RESPECT** and **COOPERATION** that is aimed at **REDIRECTING** the lives of its students. BSA Provides a safe and **NURTURING** environment that **EMPOWERS** and **CHALLENGES** its students to successfully earn a high school diploma. BSA also prepares its students to become productive and responsible members of society.

The **JAGUAR** is the BSA Charter High School mascot. Personal dignity is respect for each person's diverse history and culture, creating a community of individuals dedicated to mutual respect, support, and cooperation.

School Mascot: Jaguar

School Colors: Maroon and Black

I. GENERAL INFORMATION

Admission is based on a first come first served basis. If our maximum enrollment of 180 students is at capacity we will place students on a waiting list. Students will be picked from the waiting list at random.

Any student interested in attending BSA must complete the application packet and process which is available in the school office.

BSA Charter High School Charter High School reserves the right to refuse admission to any student that has a documented history of discipline/behavior that is not consistent with the goals and mission of BSA Charter High School Charter High School. Implementation of this handbook and all other policies of BSA will comply with all applicable state and federal laws including laws relating to special education.

Withdrawals - Before any student is withdrawn from school for any reason he/she and their parent/guardian will have due process. Each student that is being considered for withdrawal from school will be asked to have a meeting with his/her guardian. If the school is unable to contact the student and/or parent/guardian after reasonable attempt to do so then the student may be withdrawn.

Assembly - Assembly is the time when the school community gathers to share information and give honor to outstanding student performance.

Attendance - BSA Charter High School knows that if a student is not present, chances are that the student will not be academically successful. Students not present at that time will be marked absent for that school day. If a student has six (6) unexcused or more absences in any one nine (9) week Semester, the student may be withdrawn from school or may appear before the Student Review Board. Student Review Board meetings are defined and explained later in the handbook. When a student is absent and returns to school, the student shall bring to the school office some documentation that officially identifies the cause for the absences, and the name and phone number of a person to contact to verify these absences.

Truancy - Retention Officer will monitor attendance and assure student success. Any unexcused absences will not be tolerated and parents will be informed. In addition, any three (3) tardies will automatically be one (1) unexcused absence.

Tardies - Each student arriving late to school (no matter what period it is) must report to the front office, sign-in, and get a tardy slip, which will then be given to the teacher.

Food/Drinks - Absolutely no food or drinks allowed during classtime.

Food Services - BSA participates in the National School Breakfast and Lunch Program. Students that qualify receive a free/reduced Breakfast and/or Lunch.

Breakfast will be served from 8:30 a.m. to 8:50 a.m.

Lunch will be served from 11:05 a.m. to 11:40 a.m.

Transportation - BSA does not operate a transportation system. BSA makes VIA bus passes available to students. For bus cards (free) or bus semester passes (\$15) students may go to the front office.

Field Trips - Field trips are used extensively within the school curriculum as a means to create and/or present another educational setting. Students are expected to participate on these trips as they would in a productive classroom environment. A field trip does not imply a "fun trip" away from school. Field trips should be enjoyable, but will have a specific educational focus. Students are expected to show courtesy, respect and cooperation when on a field trip.

Fire Drills/Fire Bells- Included in emergency procedures are regularly scheduled Fire Drills. Fire Drill procedures are posted in each classroom/learning center. Emergency equipment, such as fire extinguishers and fire bells, are located throughout the school buildings.

Emergency Procedures- At the time of enrollment, each student gave instructions of who should be contacted in case of an emergency. BSA will honor these instructions; however, BSA reserves the right to use prudent judgment in cases where the safety/health of any student is concerned. If EMS is called to attend to a student, the expense of this call shall be borne by the student. BSA may call the local police, EMS, etc. in any instance where the safety or well-being of any student is in question.

Medications- Students who are required to take prescription medications during the school day are required to register these medications to the school nurse. Above all, these medications may not be shared with anyone whose name does not appear on the container prescription label. Students should not possess or consume over-the-counter drugs of any type on the school campus.

Vehicles - Students who drive a vehicle to school must possess a valid Texas Driver's License and proof of insurance. Failure to possess these documents means the student may not drive onto the campus. Vehicles must be parked in the student parking lot located in front of the Gym. The speed limit on campus is **10 miles per hour.** A police officer will be on campus to enforce rules. Students are not allowed to go to their vehicle without prior approval.

Phone Use - Students are not allowed to use the office phone at all. Phone calls made from the office will only be by office personnel. Students may not leave class to use any of the pay phones located on campus.

Restrooms - During class time each student must have permission from their teacher to use the restroom. Restrooms are located upstairs for boys and girls. There should be no smoking, no graffiti, and no loitering in the restrooms. Each student is responsible for keeping the restroom facilities clean.

Early Leave/Early Dismissal - Students are encouraged to schedule non-school appointments and meetings outside of school time. When it is necessary to leave school before the school day

has ended, students, all students, are required to show documentation that identifies the reason the student must leave early, and the name and phone number of a person (Parent/Guardian) to contact to verify this information. In the absence of documentation, the parent/guardian must come into the school office and "sign out" the student and must show valid I.D.

Staff Lounge- The staff lounge and staff restrooms are located on the 1st floor. These facilities are provided for staff only. Students are not allowed to use these facilities.

Visitors – Visitors are required to check into the front office before visiting our school. The visitor will receive a tour and explanation of our program by the Superintendent/Principal and/or Vice-Principal. Visitors will not be allowed to spend the day with students on the premises.

II. ACADEMICS

Textbooks –The textbooks are the property of BSA. Students will be issued a textbook for each subject they are taking if a textbook is needed. The book will have a number, and it is the responsibility of the student to take excellent care of the textbooks. A student is responsible for books. If a student is unable to locate or return any textbook, he/she will be required to pay for it before a second textbook is issued.

Learning Support Network (LSN) - LSN is an opportunity for students to conference with teachers and seek additional help. LSN is offered after school from 1:50 p.m. to 4:30 p.m., Monday through Thursday. Students who score 8th grade level or lower on the TABE will be required to attend LSN.

Academic Progress – A student must pass three of their four classes or be placed on Academic Probation for one nine week semester.

Academic Probation – A student who has not successfully passed three of their four classes will be placed on Academic Probation for one nine week semester. Failure to successfully complete three of the four classes while on Academic Probation will result in the Student's withdrawal from the school for one full nine week semester.

Independent Study – Independent Study will be granted at the discretion of the Superintendent/Principal and will be considered on an individual basis.

Graduation - To receive a high school diploma, students must complete the required units of credit indicated by the Texas Education Agency and pass all 3 portions of the TAAS. Students may complete all required coursework and receive a certificate of completion until they pass all three portions of the TAAS.

Baccalaureate - A Baccalaureate service precedes commencement exercises. This service is a solemn and unique service for graduating seniors during which time the BSA staff extends its best wishes for success and happiness. Graduating seniors may be asked to dress in their assigned Caps and Gown.

Commencement Exercises - Graduation ceremonies are usually in May or June, the final month of the school year. The graduating seniors will be asked to put a non-refundable fee toward the costs of graduation supplies.

Computers - One computer is located in the library for internet use. Teachers will have one computer in their classroom.

Internet - The internet will be available for student use in the library. Students will be monitored by the librarian, teachers, and staff.

TAAS - Students who are sophomores will be tested with the state mandated exam known as TAAS. Subjects to be tested are: Math, Reading, and Writing. Students must pass all sections before they can graduate with a high school diploma from BSA.

III. ASSESSMENT

Awards - An awards assembly will be held at the end of each Semester to recognize those students who have met goals, achieved beyond classroom requirements. Each teacher will select one student per subject to be recognized. Awards are given for A, A & B, Honor roll as well as perfect attendance defined as no absences and less than five (5) tardies in one nine (9) week Semester.

Report Cards- Report cards are mailed home at the end of each nine (9) week Semester.

Guidance- An Academic Advisor is available to meet with students to assist or answer any questions concerning prior transcripts, the academic standing at BSA, to help project a graduation date, and discuss post-high school plans.

GPA/Rank - While BSA calculates student grades, it does not formally rank students.

Grading Scale: Students will receive grades based on the following scale:

A:	90-100
B:	80-89
C:	70-79
F:	69- below

Transcripts - Transcripts of a student's scholastic achievement records and test scores may be obtained upon request. Upon entering BSA, students are required to bring official transcripts showing credits and test scores from schools they have attended in the past.

Pre-College - Students at BSA are encouraged to pursue post secondary education whenever possible. Students will receive assistance in exploring postsecondary education, completing proper documentation in order to apply for admissions, financial aid, and scholarships. Students will visit various colleges and universities in the San Antonio area.

IV. CODE OF CONDUCT

Behavior - Since BSA is a school of choice, we expect our students to be serious about their education. We appreciate attitudes of respect and cooperation. Students may be withdrawn from school for ANY behavior that the Superintendent/Principal and/or Vice-Principal and staff determines, after due process, is not consistent with the goals and mission of BSA Charter High School.

A student that deliberately defies a staff member may receive 4 days of In School Suspension. Deliberately defiant behavior is determined by the Superintendent/Principal. This includes, but is not limited to: Leaving class without permission and not following teacher classroom policies.

Student Review Board (SRB) - If a student is demonstrating a lack of positive study/work skills with low scores as determined by his/her teachers, or has absences that total six (6) or more of school days in a one nine (9) week Semester, or the student does not comply with any of the rules and procedures set forth in this handbook, the student may be asked to appear before the SRB. The SRB is composed of the teachers and staff. There may times when an SRB consists of only the student and Superintendent/Principal and/or Vice-Principal. At the time of the SRB, specific guidelines (contract) may be established which the student must follow in order to continue at BSA. Failure to appear before the SRB may mean immediate dismissal from BSA.

Dress Code - We want students to dress comfortably within these guidelines:

1. No shirts/tops with printed messages/logos that the school administration determines to be offensive, such as alcohol, drugs, or sex.
2. Shorts may not be "daisy dukes" nor may their tops reveal their "belly button"
3. No bedroom slippers no halter top shirts, no mesh shirts and no backless shirts.
4. No bandanas
5. No blouses or shirts that are low cut.

Any clothing that is inappropriate as determined by the Superintendent/Principal and/or the Vice Principal is in violation of the dress code. Students that violate the dress code may receive 2 days of In School Suspension.

Beepers & Cellular Phones - These items may not be used during school hours. If a beeper sounds or a cell phone rings and if a staff member can see a beeper or pager during school hours, the beeper and/or cell phone may be confiscated by any staff, and may not be returned to the student. If a student does not comply with the rules then he/she may receive disciplinary action that is to be determined by the Superintendent/Principal or Vice-Principal.

Walkmans - Students are not to utilize personal music devices during classes. Walkmans may only be used before school, afterschool and during lunch.

Drugs, Alcohol, Tobacco - BSA is a smoke-free campus (Senate Bill # 30-59, 64th Legislature). No student shall knowingly possess, use, transmit, or be under the influence of any narcotic drug, hallucinogen, amphetamine, barbiturate, marijuana, alcoholic beverage, or other intoxicant (as those terms are defined by law), or any other substance prohibited under the Texas Controlled Substance Act or the Federal Drug Abuse Prevention Control Act:

1. On school grounds during any school term.
2. Off school grounds at a school activity, function, or event.

If a student is in possession of any drug then the school will notify the proper authorities and when the student returns to school he/she may receive In School Suspension for 5 days and will be required to meet with the School Social Worker for further information.

If a student is under the influence or is suspected of being under the influence of any drug then he/she will be removed from class and required to have a parent conference with the school administrators. They may also receive 5 days of In School Suspension and will be required to meet with our School Social Worker for further intervention.

If a student is selling or suspected of selling drugs then the school will notify the proper authorities and the student may be withdrawn from school.

Assault - Students are prohibited from assaulting any individual. An assault is defined as:

1. Intentionally, knowingly, or recklessly causing bodily injury to another;
2. Intentionally or knowingly threatening another with imminent bodily injury; or
3. Intentionally or knowingly causing physical contact with another when the student knows that the other will regard the contact as offensive or provocative.

Actions or threats of actions that constitute verbal or physical assaults or abuse of any individual on school property or at a school-related function by a student or any other individual will not be tolerated. Offenses of this nature may result in legal prosecution. A student may be withdrawn from school for any of these offenses or may have a Student Review Board meeting. A student that threatens a staff member or guest will be withdrawn for the rest of the Semester the incident took place and the three subsequent Semesters.

Sexual Harassment- It is the intent of BSA to provide an environment free of intimidation, hostility or other offensive conduct which might interfere with the learning environment. Harassment of any sort, verbal, physical or visual, of students, staff members, and guests will not be tolerated. BSA expressly prohibits any and all acts of harassment or intimidation whether based on one's race, national origin, color, sex, age, creed, religion, or disability on students, staff members, and guests.

Examples of conduct that may constitute sexual harassment include, but are not limited to, verbal, physical, or visual harassment or abuse (degrading sexual comments, unwelcome propositions, and sexually offensive jokes, materials, or tricks), unwelcome requests for sexual favors or activity, inappropriate touching in a sexual or abusive nature (pinching, hugging, patting, or repeated brushing against another person's body), or a suggestion, threat, or action

that makes the affected individual's opportunities, or benefits subject to submission to sexual demands, harassment, or sexually offensive conduct.

Examples of conduct which may constitute harassment on account of race, color, religion, gender, national origin, age, or disability include but are not limited to, epithets or slurs; negative stereotyping; threats, intimidation, or hostile acts based on a prohibited factor; written or graphic materials that denigrate, show hostility to or show aversion toward an individual or group because of a prohibited factor which are placed on walls, bulletin boards, or elsewhere on the property of BSA.

Any student found to have engaged in this type of harassment will be subject to immediate disciplinary action, up to and including termination of employment.

Any student who wants to report an incident of sexual or other unlawful or unwelcome harassment should immediately report the matter to the Vice Principal with details of the incident(s). If the Vice Principal is unavailable or the student believes it would be inappropriate to contact the Superintendent/Principal. Students can raise concerns and make reports without fear of retaliation.

Any student who becomes aware of possible sexual or other unlawful or unwelcome harassment on other students, employees and/or guests, **MUST** immediately advise the Vice Principal and/or the Superintendent/Principal. Any and all reports of harassment received by BSA will be immediate and thoroughly investigated and prompt action will be taken. All students have an obligation to cooperate in such investigations. The student will be advised that he/she will not be retaliated against and that any information given will be restricted as much as possible. However, no guarantee of absolute confidentiality can be provided. The student who submits a charge of harassment to BSA will be advised of the outcome of the investigation when appropriate, but will be advised in all cases when an investigation has been completed.

Gambling - Gambling is defined as playing games of chance for stakes or risking something of value with hope of making a gain; wagering. Gambling of any form will not be permitted on the school campus or any place at which a school contest or activity is taking place. Gambling is controlled by state law. The law will be enforced by the Superintendent/Principal and/or Vice-Principal and staff. Any student caught gambling may be withdrawn from school or may have a Student Review Board meeting.

Weapons - Students are prohibited from bringing firearms, knives, or other weapons onto school premises or any grounds or building where a school sponsored activity takes place. Whether an item constitutes a "weapon" for the purpose of this policy will be determined by the Superintendent/Principal. Common household items may constitute a "weapon" depending on the scope and nature of the use being made of such items. To ensure the safety of all persons, employees who observe or suspect a violation of BSA's weapon policy should report it to the Vice Principal and/or Superintendent/Principal at 532-9161.

Gang Colors - BSA prohibits the wearing of clothing in colors that may be construed to represent membership or participation in a "gang". If a staff member feels that a student is wearing gang clothing the student will be asked to remove the clothing. If a student refuses to

comply with the request then the Superintendent/Principal and/or Vice-Principal may call home to request a Student Review Board meeting.

Grievance Procedure - BSA recognizes the constitutional rights of all individuals to be heard. BSA has set forth this guide to establish procedures for a student to register a complaint regarding an action taken by a learning facilitator, staff member, or administrator. Prior to the initiation of a formal complaint, an individual must first confer directly (face-to-face) with the staff member or administrator complained against for resolution of the complaint, if further action is desired, the following procedure must be followed:

1. The student must prepare a written statement of this complaint to the Superintendent/Principal and/or Vice-Principal requesting a meeting with the staff members or students involved. In the case of minors, this statement must be co-signed by a parent or guardian.
2. The student should then present the written statement to the Superintendent/Principal and/or Vice-Principal. The Superintendent/Principal and/or Vice-Principal will set an appointment for a meeting with the student (and parents in the case of minors) within 48 hours (exclusive of weekends or holidays) of receipt of the written complaint.
3. After the meeting between the Superintendent/Principal and/or Vice-Principal and student and/or parents/guardian, the Superintendent/Principal and/or Vice-Principal will provide a written response to the complaint within three full working days after the meeting.
4. If the student and/or parent is not satisfied with the decision of the Superintendent/Principal, the student and/or parent may submit a written request indicating to the board the following: (1) followed grievance procedure, (2) specify grievance procedure, (3) request a meeting with the Charter School Board of Trustees within three days of the receipt of the Superintendent/Principal's written decision.

Write to attention: Charter School Board of Trustees
1135 Mission Road
San Antonio, Texas 78210

5. The Charter School Board of Trustees will be available to the student and/or parent the following Board meeting to discuss the grievance. The Charter School Board of Trustees reserves the right to seek further information from the Superintendent/Principal and any other concerns individual. Also, to review all documentation regarding the complaint.
6. The student and/or parent will be notified of the decision in writing within three full business days following the Board meeting. The decision of the Charter School Board of Trustees is final.

Language- Students shall use language that demonstrates an awareness and sensitivity to others. Rule of Thumb: If the language in question would not be used in the presence of a Senior

Citizen then the language is unacceptable for use at BSA. Acceptable language shows respect for others, and one of the most important ideals at BSA is showing respect for others.

Theft- No student shall take, steal, or borrow any property that does not belong to him/her without the consent of the person to whom the property belongs. A person shall not, without the consent of the owner, damage or destroy property of the owner. If a student is caught stealing or is suspected of stealing he/she may receive 4 days of In School Suspension.

Vandalism- Students are prohibited from vandalizing, or otherwise damaging or defacing any property belonging to, rented by, or used by BSA, BSA personnel, or other individuals. Buildings used by BSA are considered public property. Destroying or defacing public property is a violation of the law. If a student is caught vandalizing or suspected of vandalizing then he/she may receive 5 days of In School Suspension. Proper authorities will be called if witness by a staff member.

In School Suspension (ISS) – BSA reserves the right to place any student in ISS for any behavior that the Superintendent/Principal and/or Vice-Principal feels is inappropriate and not consistent with the BSA goals and mission. ISS is a punitive measure. Students are placed in a room with very strict guidelines and rules. The student is given his/her work for the day that he/she is in ISS. The student will be notified that he/she will be in ISS the day before the student will begin ISS. The student will be notified of the ISS rules and sign a contract. If the student breaks one of the rules in ISS he/she will receive a discipline referral. If the student receives a second referral in ISS then he/she may be withdrawn from school. There are certain behaviors that mandate ISS.

- They are as follows:
1. Fighting (assault) – 5 days
 2. Threatening a student - 3 days
 3. Leaving campus without permission – 4 days
 4. Vandalism- 5 days
 5. Drug/Alcohol involvement – 5 days
 6. Cursing at a staff member – 5 days
 7. Stealing – 4 days
 8. Deliberate defiant behavior – 4 days
 9. Leaving class without permission – 4 days
 10. Sleeping in class – 3 days
 11. Bringing inappropriate materials to school – 4 days
 12. Putting on makeup during classes – 2 days
 13. Dress code violation – 2 days
 14. Smoking cigarettes – 2 days
 15. Bringing pets to school without permission – 2 days

After two referrals to ISS, the student will have a review Board Meeting.

The purpose of this handbook is to describe the expectations of BSA, its Board and Staff, regarding student conduct. It is the belief of this school that the rights of students can be protected only as long as an atmosphere of organization, respect and cooperation exist.

BSA CHARTER HIGH SCHOOL APPLICATION
2000-2001
DAILY SCHEDULE

- *Mondays* • *Tuesdays* • *Wednesdays*
 • *Thursdays* • *Fridays*

8:30 a.m. - 8:45 a.m.	Breakfast
8:55 a.m.	Warning Bell
9:00 a.m. - 10:00 a.m.	1 st Period
10:05 a.m. - 11:05 a.m.	2 nd Period
11:05 a.m. - 11:40 a.m.	L u n c h
11:45 p.m. - 12:45 p.m.	3 rd Period
12:50 p.m. - 1:50 p.m.	4 th Period

=====

Same as above except for:

**Wednesday*

10:50 a.m. - 11:05 a.m.

Assembly

=====

2:15 p.m. - 4:30 p.m.

Staff meeting

August 2000 - July 2001 YEARLY CALENDAR

APPLICATION

August 00						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- August**
- 2 Staff Development
 - 3 Staff Development
 - 4 Staff Development
 - 7 Students' first day/Semester One Begins

- May**
- 25 Baccalaureate Ceremony
 - 29 Semester Four Ends
 - 30 Staff Development

- June**
- 2 Graduation Ceremony

February 01						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

- September**
- 4 Labor Day Holiday

- October**
- 6 Semester One Ends
 - 9 Staff Development/Student Holiday
 - 10 Semester Two Begins
 - 24 TAAS Writing
 - 25 TAAS Math
 - 26 TAAS Reading

March 01						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 00						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- November**
- 10 Veterans Day Holiday
 - 20 Thanksgiving Holidays Begin
 - 24 Thanksgiving Holidays End

April 01						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 00						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- December**
- 15 Semester Two Ends
 - 18 Mid-Winter Holidays Begin

- January**
- 1 Mid-Winter Holidays End
 - 2 Staff Development/Student Holiday
 - 3 Semester Three Begins
 - 15 Martin Luther King Holiday
- February**
- 20 TAAS Writing
 - 21 TAAS Math
 - 22 TAAS Reading

May 01						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

November 00						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- March**
- 9 Semester Three Ends
 - 12 Spring Break Holidays Begin
 - 16 Spring Break Holidays End
 - 19 Staff Development/Student Holiday
 - 20 Semester Four Begins

June 01						
S	M	T	W	T	F	S
						1
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 00						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- April**
- 13 Cesar Chavez Holiday
 - 16 School Holiday
 - 27 Battle of Flowers Holiday

July 01						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 01						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Semester One Days: 44
Semester Two Days: 43
Semester Three Days: 47
Semester Four Days: 48

Instructional Days: 180

Staff Development days: 7
Bad Weather Days: 2

August 2000 - July 2001

YEARLY ACTIVITY CALENDAR

APPLICATION

August 00

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

- August**
- 2 Sports Eligibility Requirements Due
 - 7 1st Day of Assembly
 - 24 6:00 PM - 8:00 PM Texas Parent Day/Open House (Mrs. Horst)
 - 25 Progress Reports Due Sem I

September 00

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

- September**
- 1 11:45 AM - 12:15 PM Labor Day (Mr. Barbettini)
11:45 AM - 12:15 PM Reading Fair (Ms. Jones)
 - 2 Health Fair (Mrs. Horst/Mrs. Davis)
Science Open House (Ms. Janice)
 - 5 Audit Date Due Sem I
 - 7 Grandparents Day 9/10/00 (Mrs. Horst/Mrs. McLaughlin)
 - 15 Diez Y Seis de Septiembre (Mr. Neri/Mr. Partida)
Progress Reports Due Sem II

October 00

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

- October**
- 1 Dia De Los Muertos (Mr. Partida/date)
Domestic Violence (Mrs. Horst) (date)
 - 6 Grades Due Sem I
 - 10 Spirit Week (Ms. Jones/Student Council)
 - 11 Spirit Week (Ms. Jones/Student Council)
 - 12 Spirit Week (Ms. Jones/Student Council)
 - 13 Spirit Week (Ms. Jones/Student Council)
 - 16 National Boss Day (Staff)
Red Ribbon Week (Mrs. Horst)
 - 17 Red Ribbon Week (Mrs. Horst)
 - 18 Red Ribbon Week (Mrs. Horst)
 - 19 Red Ribbon Week (Mrs. Horst)
 - 20 Red Ribbon Week (Mrs. Horst)
 - 27 8:00 PM Halloween Dance (Mrs. McLaughlin)
Progress Reports Due Sem III

November 00

S	M	T	W	T	F	S
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- November**
- 6 Audit Date Due Sem II
 - 9 Veterans Day (no staff)
 - 13 Youth Appreciation Week (Mrs. Horst)
 - 14 Youth Appreciation Week (Mrs. Horst)
 - 15 Youth Appreciation Week (Mrs. Horst)
 - 16 6:00 PM - 8:00 PM Texas Parent Involvement Day (Mrs. Horst)
Youth Appreciation Week (Mrs. Horst)
 - 17 12:15 PM Thanksgiving Luncheon (Mr. Rendon)
Progress Reports Due Sem IV
Youth Appreciation Week (Mrs. Horst)
 - 26 Veterans Day (no staff)

December 00

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

- December**
- 1 Counselors Day (Mr. Rendon)

January 01

S	M	T	W	T	F	S
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- December**
- 15 Grades Due Sem II
- January**
- 12 Maintenance Custodian Day (Mr. Rendon)
 - 15 Martin Luther King Day (Mr. Neri/Mr. Weeks/Mr. Delun)
 - 16 School Board Recognition Day (Mr. Rendon)
 - 19 School Nurse Day (Mr. Rendon)
 - 26 9:00 AM - 12:15 PM Talent Show (Ms. Acosta/Ms. Garza)
 - 29 Finance Day (Mr. Rendon)

- February**
- 1 Audit Date Due Sem III
 - 5 Attendance Clerk Day (Mr. Rendon)
 - 16 Black History Month (Mrs. Owens)
 - 19 Food Service Day (Mr. Rendon)

- March**
- 9 Grades Due Sem III
 - 21 Truancy Officer Day (Mr. Rendon)
 - 22 Womens History Month (Mrs. Horst)
 - 26 Social Worker Week (Mr. Rendon)
 - 27 Social Worker Week (Mr. Rendon)
 - 28 Social Worker Week (Mr. Rendon)
 - 29 Social Worker Week (Mr. Rendon)
 - 30 Social Worker Week (Mr. Rendon)
 - 31 8:00 PM School Prom Dance (Mrs. McLaughlin/Ms. Acosta)

- April**
- 6 Field Day? (Ms. Acosta)
 - 12 Cesar Chavez Day (Ms. Janice/Mr. Partida)
 - 18 Audit Date Due Sem IV
 - 19 Earth Day (Ms. Janice)
 - 23 Professional Secretaries Week (Mr. Rendon)
School Volunteer Week (Mrs. Horst)
 - 24 Professional Secretaries Week (Mr. Rendon)
School Volunteer Week (Mrs. Horst)
 - 25 Professional Secretaries Week (Mr. Rendon)
School Volunteer Week (Mrs. Horst)
 - 26 Professional Secretaries Week (Mr. Rendon)
School Volunteer Week (Mrs. Horst)
 - 27 Professional Secretaries Week (Mr. Rendon)

- May**
- 1 Police Officer Day (Mr. Rendon)
 - 4 Cinco De Mayo (Ms. Salinas)
 - 11 Mother's Day (Ms. Janice)
 - 29 Grades Due Sem IV
 - 31 Coaches/National P.E./Sports Week
Senior Trip (Ms. Janice) date

February 01

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

March 01

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

April 01

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

May 01

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

June 01

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

July 01

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

**STUDENT/PARENT-GUARDIAN
STATEMENT OF UNDERSTANDING**

By signing below, we understand and consent to the responsibilities outlined in the BSA Charter High School Charter High School Student Handbook.

We also understand and agree that the student _____ shall be held accountable for the behavior and consequences outlined in the Student Handbook, on transportation, and at school sponsored activities, including school sponsored travel, and for any school related misconduct, regardless of time or location.

We understand that any student who violates the Student Handbook shall be subject to disciplinary action.

Regarding student records, I (Parent or guardian) understand that certain information about my child will not be released to anyone who request unless I (parent or guardian), have authorized it with my signature.

We further indicate by signing below that we have also read and understand the policies and regulations contained in the parent/student handbook.

Signature of Student

Date

Signature of Parent/Guardian

Date

EMERGENCY TELEPHONE NUMBERS

Home Telephone: _____ Work Phone: _____

Contact person and telephone number in case of emergency if the parent/guardian cannot be reached: _____

PLEASE COMPLETE AND RETURN TO THE STUDENT'S SCHOOL.

APPLICATION

ATTACHMENT N
CURRENT YEAR'S BUDGET

Blessed Sacrament Academy Charter High School
2000 - 2001 YTD Revenues / Expenditures

APPLICATION

Description	Function	Object Code	Budgeted Revenue	Budgeted Expenditures	Total	YTD Encumbrances	YTD Expenditures	YTD Total
Estimated Revenues:								
Local Sources					\$ -		\$ -	
State Sources			885,631		\$ 885,631		\$ -	\$ 66,150
Federal Sources			185,427		\$ 185,427		\$ -	\$ 3,000
Other Sources			10,000		\$ 10,000		\$ -	
Student Activity					\$ -		\$ -	\$ 659
Total Estimated Revenues			\$1,061,058	\$0	\$ 1,061,058			\$ 69,809
Estimated Expenses:								
Payroll Costs	6100		779,993	\$ 779,993	\$ -	\$ -	\$ 60,353	\$ 60,353
Professional and Contracted Services	6200		171,714	\$ 171,714	\$ -	4,550	\$ 5,754	\$ 10,303
Supplies and Materials	6300		85,078	\$ 85,078	\$ -	589	\$ 530	\$ 1,119
Other Operating Costs	6400		24,272	\$ 24,272	\$ -	395	\$ 1,616	\$ 2,011
Debt Expense	6500			\$ -	\$ -	\$ -	\$ -	\$ -
Total Estimated Expenses			\$1,061,058	\$0	\$ 1,061,058	\$ 5,533	\$ 68,253	\$ 73,786

Blessed Sacrament Academy Charter High School
2000 - 2001 YTD Revenues / Expenditures

APPLICATION

DETAIL	Description	Function	Object Code	Budgeted Revenue	Budgeted Expenditures	Total	YTD Encumbrances	YTD Expenditures	YTD Total
Instruction									
		11							
	Payroll Costs		6100	347,217	\$	347,217	\$	28,147	\$ 28,147
	Professional and Contracted Services		6200	2,940	\$	2,940	\$	650	\$ 650
	Supplies and Materials		6300	15,850	\$	15,850	\$ 34	-	\$ 34
	Other Operating Costs		6400	4,277	\$	4,277	\$ 25	439	\$ 464
	Debt Expense		6500	-	\$	-	\$	-	\$ -
Total Instruction				\$370,284	\$0	\$ 370,284	\$ 59	\$ 29,236	\$ 29,296
Instructional Resources and Media Services									
		12							
	Payroll Costs		6100	-	\$	-	\$	-	\$ -
	Professional and Contracted Services		6200	-	\$	-	\$	-	\$ -
	Supplies and Materials		6300	-	\$	-	\$	-	\$ -
	Other Operating Costs		6400	-	\$	-	\$	-	\$ -
	Debt Expense		6500	-	\$	-	\$	-	\$ -
Total Instructional Resources and Media Services				\$0	\$0	\$ -	\$ -	\$ -	\$ -
Curriculum Development and Instructional Staff Development									
		13							
	Payroll Costs		6100	2,400	\$	2,400	\$	-	\$ -
	Professional and Contracted Services		6200	-	\$	-	\$	-	\$ -
	Supplies and Materials		6300	-	\$	-	\$	-	\$ -
	Other Operating Costs		6400	-	\$	-	\$	-	\$ -
	Debt Expense		6500	-	\$	-	\$	-	\$ -
Total Curriculum and Instructional Staff Development				\$2,400	\$0	\$ 2,400	\$ -	\$ -	\$ -
Instructional Leadership:									
		21							
	Payroll Costs		6100	-	\$	-	\$	-	\$ -
	Professional and Contracted Services		6200	-	\$	-	\$	-	\$ -
	Supplies and Materials		6300	-	\$	-	\$	-	\$ -
	Other Operating Costs		6400	-	\$	-	\$	-	\$ -
	Debt Interest		6500	-	\$	-	\$	-	\$ -
Total Instructional Leadership				\$0	\$0	\$ -	\$ -	\$ -	\$ -
School Leadership:									
		23							
	Payroll Costs		6100	88,817	\$	88,817	\$	7,843	\$ 7,843
	Professional and Contracted Services		6200	4,950	\$	4,950	\$	-	\$ -
	Supplies and Materials		6300	2,000	\$	2,000	\$ 66	19	\$ 85
	Other Operating Costs		6400	700	\$	700	\$	46	\$ 46
	Debt Interest		6500	-	\$	-	\$	-	\$ -
Total School Leadership				\$96,467	\$0	\$ 96,467	\$ 66	\$ 7,908	\$ 7,974
Guidance, Counseling and Evaluation Services									
		31							
	Payroll Costs		6100	28,250	\$	28,250	\$	2,083	\$ 2,083
	Professional and Contracted Services		6200	-	\$	-	\$	-	\$ -
	Supplies and Materials		6300	2,250	\$	2,250	\$	-	\$ -
	Other Operating Costs		6400	100	\$	100	\$	172	\$ 172
	Debt Interest		6500	-	\$	-	\$	-	\$ -
Total Guidance, Counseling and Evaluation Services				\$28,600	\$0	\$ 28,600	\$ -	\$ 2,255	\$ 2,255
Social Work Services:									
		32							
	Payroll Costs		6100	86,764	\$	86,764	\$	6,508	\$ 6,508
	Professional and Contracted Services		6200	930	\$	930	\$	-	\$ -
	Supplies and Materials		6300	3,750	\$	3,750	\$	-	\$ -
	Other Operating Costs		6400	4,935	\$	4,935	\$	467	\$ 467
	Debt Expense		6500	-	\$	-	\$	-	\$ -
Total Social Work Services				\$96,379	\$0	\$ 96,379	\$ -	\$ 6,975	\$ 6,975

Blessed Sacrament Academy Charter High School
2000 - 2001 YTD Revenues / Expenditures

APPLICATION

Description	Function	Object Code	Budgeted Revenue	Budgeted Expenditures	Total	YTD Encumbrances	YTD Expenditures	YTD Total
Health Services:	33							
Payroll Costs		6100	28,350	\$ 28,350	\$ -	\$ 2,222	\$ 2,222	
Professional and Contracted Services		6200	-	\$ -	\$ -	\$ -	\$ -	
Supplies and Materials		6300	2,350	\$ 2,350	\$ 90	\$ -	\$ 90	
Other Operating Costs		6400	100	\$ 100	\$ 218	\$ -	\$ 218	
Debt Expense		6500	-	\$ -	\$ -	\$ -	\$ -	
Total Health Services			\$30,800	\$0	\$ 30,800	\$ 308	\$ 2,222	\$ 2,530
Student Transportation	34							
Payroll Costs		6100	-	\$ -	\$ -	\$ -	\$ -	
Professional and Contracted Services		6200	-	\$ -	\$ -	\$ -	\$ -	
Supplies and Materials		6300	-	\$ -	\$ -	\$ -	\$ -	
Other Operating Costs		6400	-	\$ -	\$ -	\$ -	\$ -	
Debt Expense		6500	-	\$ -	\$ -	\$ -	\$ -	
Total Student Transportation			\$0	\$0	\$ -	\$ -	\$ -	\$ -
Food Services:	35							
Payroll Costs		6100	26,068	\$ 26,068	\$ -	\$ 2,061	\$ 2,061	
Professional and Contracted Services		6200	-	\$ -	\$ -	\$ -	\$ -	
Supplies and Materials		6300	51,168	\$ 51,168	\$ 329	\$ 11	\$ 340	
Other Operating Costs		6400	100	\$ 100	\$ -	\$ -	\$ -	
Debt Expense		6500	-	\$ -	\$ -	\$ -	\$ -	
Total Food Services			\$77,337	\$0	\$ 77,337	\$ 329	\$ 2,072	\$ 2,401
Cocurricular/Extracurricular Activities:	36							
Payroll Costs		6100	3,306	\$ 3,306	\$ -	\$ -	\$ -	
Professional and Contracted Services		6200	-	\$ -	\$ -	\$ -	\$ -	
Supplies and Materials		6300	990	\$ 990	\$ -	\$ -	\$ -	
Other Operating Costs		6400	-	\$ -	\$ -	\$ -	\$ -	
Debt Expense		6500	-	\$ -	\$ -	\$ -	\$ -	
Total Cocurricular/Extracurricular Activities:			\$4,296	\$0	\$ 4,296	\$ -	\$ -	\$ -
General Administration:	41							
Payroll Costs		6100	135,609	\$ 135,609	\$ -	\$ 10,042	\$ 10,042	
Professional and Contracted Services		6200	9,800	\$ 9,800	\$ -	\$ -	\$ -	
Supplies and Materials		6300	2,000	\$ 2,000	\$ 69	\$ -	\$ 69	
Other Operating Costs		6400	5,720	\$ 5,720	\$ 117	\$ 447	\$ 564	
Debt Expense		6500	-	\$ -	\$ -	\$ -	\$ -	
Total General Administration			\$153,129	\$0	\$ 153,129	\$ 186	\$ 10,489	\$ 10,675
Plant Maintenance and Operations:	51							
Payroll Costs		6100	35,213	\$ 35,213	\$ -	\$ 1,448	\$ 1,448	
Professional and Contracted Services		6200	89,594	\$ 89,594	\$ 4,550	\$ 3,324	\$ 7,873	
Supplies and Materials		6300	4,000	\$ 4,000	\$ -	\$ 499	\$ 499	
Other Operating Costs		6400	3,300	\$ 3,300	\$ -	\$ -	\$ -	
Debt Expense		6500	-	\$ -	\$ -	\$ -	\$ -	
Total Plant Maintenance and Operations			\$132,107	\$0	\$ 132,107	\$ 4,550	\$ 5,271	\$ 9,820
Security and Monitoring Services:	52							
Payroll Costs		6100	-	\$ -	\$ -	\$ -	\$ -	
Professional and Contracted Services		6200	21,700	\$ 21,700	\$ -	\$ 1,780	\$ 1,780	
Supplies and Materials		6300	-	\$ -	\$ -	\$ -	\$ -	
Other Operating Costs		6400	-	\$ -	\$ -	\$ -	\$ -	
Debt Expense		6500	-	\$ -	\$ -	\$ -	\$ -	
Total Security and Monitoring Services:			\$21,700	\$0	\$ 21,700	\$ -	\$ 1,780	\$ 1,780

Blessed Sacrament Academy Charter High School
2000 - 2001 YTD Revenues / Expenditures

APPLICATION

Description	Function	Object Code	Budgeted Revenue	Budgeted Expenditures	Total	YTD Encumbrances	YTD Expenditures	YTD Total
Data Processing Services:	53							
Payroll Costs		6100	-	\$ -	\$ -	\$ -	\$ -	-
Professional and Contracted Services		6200	13,800	\$ -	13,800	\$ -	\$ -	-
Supplies and Materials		6300	-	\$ -	\$ -	\$ -	\$ -	-
Other Operating Costs		6400	-	\$ -	\$ -	\$ -	\$ -	-
Debt Expense		6500	-	\$ -	\$ -	\$ -	\$ -	-
Total Data Processing Services			\$13,800	\$0	\$ 13,800	\$ -	\$ -	-
Community Services:	61							
Payroll Costs		6100	-	\$ -	\$ -	\$ -	\$ -	-
Professional and Contracted Services		6200	28,000	\$ -	28,000	\$ -	\$ -	-
Supplies and Materials		6300	720	\$ -	720	\$ -	\$ -	-
Other Operating Costs		6400	5,040	\$ -	5,040	\$ -	\$ -	-
Debt Expense		6500	-	\$ -	\$ -	\$ -	\$ -	-
Total Community Services			\$33,760	\$0	\$ 33,760	\$ -	\$ -	-
Fund Raising:	81							
Payroll Costs		6100	-	\$ -	\$ -	\$ -	\$ -	-
Professional and Contracted Services		6200	-	\$ -	\$ -	\$ -	\$ -	-
Supplies and Materials		6300	-	\$ -	\$ -	\$ -	\$ -	-
Other Operating Costs		6400	-	\$ -	\$ -	\$ -	\$ -	-
Debt Expense		6500	-	\$ -	\$ -	\$ -	\$ -	-
Total Fund Raising			\$0	\$0	\$ -	\$ -	\$ -	-
Student Activity	36							
Payroll Costs		6100	-	0 \$	- \$	- \$	- \$	-
Professional and Contracted Services		6200	-	0 \$	- \$	- \$	- \$	-
Supplies and Materials		6300	-	0 \$	- \$	- \$	- \$	-
Other Operating Costs		6400	-	0 \$	- \$	34 \$	46 \$	81
Debt Expense		6500	-	0 \$	- \$	- \$	- \$	-
Total Student Activity			\$0	\$0	\$ -	34 \$	46 \$	81

APPLICATION

ATTACHMENT O
ONE YEAR PROJECTED BUDGET

**Blessed Sacrament Academy Charter High School Projected Budget
For the Fiscal Year Ended August 31, 2002**

Budget Categories

	Object Code	Projected Unrestricted Net Assets	Projected Temporarily Restricted Net Assets	Total
Net Assets at Beginning of Year		40000	14900	\$ 54,900
Estimated Revenues:				
Local Sources		-		\$ -
State Sources		885,631		\$ 885,631
Federal Sources		115,427		\$ 115,427
Other Sources		10,000		\$ 10,000
Total Estimated Revenues		<u>\$1,011,058</u>	<u>\$0</u>	<u>\$ 1,011,058</u>
Estimated Expenses:				
Payroll Costs	6100	779,993		\$ 779,993
Professional and Contracted Service:	6200	170,942		\$ 170,942
Supplies and Materials	6300	45,490		\$ 45,490
Other Operating Costs	6400	14,632		\$ 14,632
Debt Expense	6500	-		\$ -
Total Estimated Expenses		<u>\$1,011,058</u>	<u>\$0</u>	<u>\$ 1,011,058</u>
Gains	7950			-
Losses	8950			-
Change in Net Assets		\$0	\$0	\$ 0
Net Assets at End of Year		<u>\$40,000</u>	<u>\$14,900</u>	<u>\$ 54,900</u>

**Blessed Sacrament Academy Charter High School Projected Budget
For the Fiscal Year Ended August 31, 2002**

APPLICATION
Page 2

Charter School Budget Categories (Continued)

	Function Code	Object Code	Projected Unrestricted Net Assets	Projected Temporarily Restricted Net Assets	Total
Instruction	11				
Payroll Costs		6100	347,217	\$	347,217
Professional and Contracted Services		6200	2,940	\$	2,940
Supplies and Materials		6300	11,850	\$	11,850
Other Operating Costs		6400	4,277	\$	4,277
Debt Expense		6500		\$	-
Total Instruction			\$366,284	\$0	\$ 366,284
Instructional Resources and Media Services	12				
Payroll Costs		6100	-	\$	-
Professional and Contracted Services		6200	-	\$	-
Supplies and Materials		6300	-	\$	-
Other Operating Costs		6400	-	\$	-
Debt Expense		6500	-	\$	-
Total Instructional Resources and Media Services			\$0	\$0	\$ -
Curriculum Development and Instructional Staff Development	13				
Payroll Costs		6100	2,400	\$	2,400
Professional and Contracted Services		6200	-	\$	-
Supplies and Materials		6300	-	\$	-
Other Operating Costs		6400	-	\$	-
Debt Expense		6500	-	\$	-
Total Curriculum and Instructional Staff Development			\$2,400	\$0	\$ 2,400

**Blessed Sacrament Academy Charter High School Projected Budget
For the Fiscal Year Ended August 31, 2002**

Page 3

APPLICATION

Charter School Budget Categories (Continued)

	Function Code	Object Code	Projected Unrestricted Net Assets	Projected Temporarily Restricted Net Assets	Total
Instructional Leadership:	21				
Payroll Costs		6100	-	\$	-
Professional and Contracted Service:		6200	-	\$	-
Supplies and Materials		6300	-	\$	-
Other Operating Costs		6400	-	\$	-
Debt Interest		6500	-	\$	-
Total Instructional Leadership			\$0	\$0	\$ -
School Leadership:	23				
Payroll Costs		6100	88,817	\$	88,817
Professional and Contracted Service:		6200	4,950	\$	4,950
Supplies and Materials		6300	2,000	\$	2,000
Other Operating Costs		6400	700	\$	700
Debt Interest		6500	-	\$	-
Total School Leadership			\$96,467	\$0	\$ 96,467
Guidance, Counseling and Evaluation Services	31				
Payroll Costs		6100	26,250	\$	26,250
Professional and Contracted Service:		6200	-	\$	-
Supplies and Materials		6300	750	\$	750
Other Operating Costs		6400	100	\$	100
Debt Interest		6500	-	\$	-
Total Guidance, Counseling and Evaluation Services			\$27,100	\$0	\$ 27,100

**Blessed Sacrament Academy Charter High School Projected Budget
For the Fiscal Year Ended August 31, 2002**

Page 4

APPLICATION

Charter School Budget Categories (Continued)

	Function Code	Object Code	Projected Unrestricted Net Assets	Projected Temporarily Restricted Net Assets	Total
Social Work Services:	32				
Payroll Costs		6100	86,764	\$	86,764
Professional and Contracted Service:		6200	930	\$	930
Supplies and Materials		6300	750	\$	750
Other Operating Costs		6400	2,335	\$	2,335
Debt Expense		6500	-	\$	-
Total Social Work Services			\$90,779	\$0 \$	90,779
Health Services:	33				
Payroll Costs		6100	28,350	\$	28,350
Professional and Contracted Service:		6200	-	\$	-
Supplies and Materials		6300	1,150	\$	1,150
Other Operating Costs		6400	100	\$	100
Debt Expense		6500	-	\$	-
Total Health Services			\$29,600	\$0 \$	29,600
Student Transportation	34				
Payroll Costs		6100		\$	-
Professional and Contracted Service:		6200		\$	-
Supplies and Materials		6300		\$	-
Other Operating Costs		6400		\$	-
Debt Expense		6500		\$	-
Total Student Transportation			\$0	\$0 \$	-

**Blessed Sacrament Academy Charter High School Projected Budget
For the Fiscal Year Ended August 31, 2002**

Page 5

APPLICATION

Charter School Budget Categories (Continued)

	Function Code	Object Code	Projected Unrestricted Net Assets	Projected Temporarily Restricted Net Assets	Total
Food Services:	35				
Payroll Costs		6100	26,068	\$	26,068
Professional and Contracted Service:		6200		\$	-
Supplies and Materials		6300	22,000	\$	22,000
Other Operating Costs		6400	100	\$	100
Debt Expense		6500		\$	-
Total Food Services			\$48,168	\$0	\$ 48,168
Cocurricular/Extracurricular Activities:	36				
Payroll Costs		6100	3,306	\$	3,306
Professional and Contracted Service:		6200	-	\$	-
Supplies and Materials		6300	990	\$	990
Other Operating Costs		6400	-	\$	-
Debt Expense		6500		\$	-
Total Cocurricular/Extracurricular Activities:			\$4,296	\$0	\$ 4,296
General Administration:	41				
Payroll Costs		6100	135,609	\$	135,609
Professional and Contracted Service:		6200	8,800	\$	8,800
Supplies and Materials		6300	2,000	\$	2,000
Other Operating Costs		6400	3,720	\$	3,720
Debt Expense		6500		\$	-
Total General Administration			\$150,129	\$0	\$ 150,129

**Blessed Sacrament Academy Charter High School Projected Budget
For the Fiscal Year Ended August 31, 2002**

Page 6

APPLICATION

Charter School Budget Categories (Continued)

	Function Code	Object Code	Projected Unrestricted Net Assets	Projected Temporarily Restricted Net Assets	Total
Plant Maintenance and Operations:					
	51				
Payroll Costs		6100	35,213	\$	35,213
Professional and Contracted Service:		6200	89,594	\$	89,594
Supplies and Materials		6300	4,000	\$	4,000
Other Operating Costs		6400	3,300	\$	3,300
Debt Expense		6500	-	\$	-
Total Plant Maintenance and Operations			\$132,107	\$0	\$ 132,107
Security and Monitoring Services:					
	52				
Payroll Costs		6100		\$	-
Professional and Contracted Service:		6200	21,700	\$	21,700
Supplies and Materials		6300		\$	-
Other Operating Costs		6400		\$	-
Debt Expense		6500		\$	-
Total Security and Monitoring Services:			\$21,700	\$0	\$ 21,700
Data Processing Services:					
	53				
Payroll Costs		6100	-	\$	-
Professional and Contracted Service:		6200	13,800	\$	13,800
Supplies and Materials		6300	-	\$	-
Other Operating Costs		6400	-	\$	-
Debt Expense		6500	-	\$	-
Total Data Processing Services			\$13,800	\$0	\$ 13,800

**Blessed Sacrament Academy Charter High School Projected Budget
For the Fiscal Year Ended August 31, 2002**

Page 7
APPLICATION

Charter School Budget Categories (Continued)

	Function Code	Object Code	Projected Unrestricted Net Assets	Projected Temporarily Restricted Net Assets	Total
Community Services:	61				
Payroll Costs		6100	-	\$	-
Professional and Contracted Services		6200	28,228	\$	28,228
Supplies and Materials		6300	-	\$	-
Other Operating Costs		6400	-	\$	-
Debt Expense		6500	-	\$	-
Total Community Services			\$28,228	\$0	\$ 28,228
Fund Raising:	81				
Payroll Costs		6100		\$	-
Professional and Contracted Services		6200		\$	-
Supplies and Materials		6300		\$	-
Other Operating Costs		6400		\$	-
Debt Expense		6500		\$	-
Total Fund Raising			\$0	\$0	\$ -

APPLICATION

ATTACHMENT P
BUSINESS PROCEDURE HANDBOOK

Blessed Sacrament Academy Purchasing Procedures

APPLICATION

1. Obtain a Pre-Numbered Standard Purchase Requisition Form from the front office. You will need to sign out this form on the **Purchase Requisition Log** book.

Exhibit A: Purchase Requisition Log Book

Exhibit B: BSA – Standard Purchase Requisition Form

The purpose of the Purchase Requisition Log Book is to keep track of who has utilized the purchase requisition forms.

Please fill out the following information on the Log:

Date PR Form Taken: This is the date that you logged out the form.

Name of Requestor: First and Last Name of the person filling out the purchase request form

Vendor Name: Name of the vendor you would like to use

If you decide not to request the item or have lost the purchase req form, please enter VOID in this column.

PO #: The purchase order number assigned to this requisition. This will be entered by the finance office when the PO # is assigned

Paid CHK #: This column for finance use only

Comments: This column will be used for any special comments/notes regarding the request form.

If you decide not to request the item or have lost the purchase req form, please enter VOID in this column.

2. Fill out the BSA – Standard Purchase Requisition Form and submit to Superintendent for preliminary approval.

Please fill out the following areas on the Standard PR Form:

Vendor Information:

Vendor Name: Name of the place you want to purchase the item from.

Vendor Address 1, Vendor Address 2, City, State, Zip:

Address of the vendor you are purchasing the item from.

Contact Name: Name of person you have discussed the items with (if applicable)

Phone Number: Phone Number of Vendor

Requestor Information:

Requestor Name: This is the name of the person completing the purchase requisition form.

Requestor Department: This is the name of the department you are requesting the purchases for (ie. Finance office, special ed, PEP, etc.)

Requisition Number: This is already on the form. If you utilize the last form please notify the Finance Office to provide additional purchase requisition forms.

Catalog / Part Number: This is the number specific to the item that you want to purchase such as the catalog, stock, or part number. If not applicable, put N/A.

Description: Description of the item that you want to purchase.

Quantity: The number of items that you want to purchase
Rate: Rate of the item that you are purchasing

Cost: (Quantity * Rate)

APPLICATION

Subtotal: Add up all amounts under the Cost column and put total in the subtotal box.

S&H: If applicable, put amount of shipping & handling

Tax: **This amount should always be \$0.00.**

Grand Total: Add up the subtotal and S&H box.

Requestor Signature / Date: Your signature & date signed

Approval Signature / Date: Superintendent's signature & date signed

Detailed Description: You will need to put as much detail as possible in this column – such as who the supplies / items are purchased for, what the items will be used for, etc. This description will be utilized to determine where the money for the expenditure should come from and to determine if the item can be purchased.

If you decide not to use the requisition, please write void across the middle and place in the PO Log notebook under the "Voided Requisition" tab. Please make sure that you write void in the column "Submitted for Approvals" and enter the date that you returned the requisition.

If the requisition is lost, please put void under the Submitted for Approvals column and enter the date. Under the comments section write "Lost Requisition Form".

3. The front office will take the purchase requisition and compare prices with other vendors to determine best pricing. Once the final pricing is determined a purchase order form will be obtained from the Finance Office and completed.

4. The front office will submit the completed purchase order form along with the approved purchase requisition to the finance office to determine if the funds are available to purchase the items. If funds are available a notation will be made on the purchase order and given to the Superintendent for final approval.
5. The finance office will retain the yellow copy of the purchase order form along with any applicable invoices, receipts, receiving slips, etc.

All purchase orders are logged using the Purchase Order Log Book (Exhibit C).

Blessed Sacrament Academy – Cash Disbursement Procedures

All mail is stamped with the received date when it reaches the Finance Office.

All invoices received are matched to the corresponding purchase requisition, purchase order, receipt, etc. The invoice line items are totaled to ensure accuracy of the invoice. The receipt is compared with the invoice to verify that the totals match. If there is a discrepancy this is questioned/resolved prior to payment.

When all items are matched and any issues resolved, a Check / Cash Disbursement Record Form is completed (Exhibit D). This form is attached to the supporting documents (purchase requisition, purchase order, receipt, etc.) and submitted to the superintendent for payment authorization.

The Check/Cash Disbursement Record with all supporting documentation is returned to the Finance office when approved. The finance office cuts a check and then attaches the check to supporting documents. The check is then given to the Vice President of the Board for signature.

A copy of the check is made and attached to all supporting documents. This information is filed in the monthly transaction folder until the month end accounting procedures are completed. Once the procedures are completed, the documents are filed in vendor files for easier reference.

EXHIBIT A

Purchase Requisition - Log Book

Purchase Requisition #	Date PR Form Taken	Requestor Name	Vendor Name	PO #	Paid CHK #	Comments
0000129	10/23/00	Employee Smith	Office Supply House	1313		
0000130	10/23/00	Employee Smith	Textbook Supply	~~1313~~		VOID
0000131						
0000132						
0000133						
0000134						
0000135						
0000136						
0000137						
0000138						
0000139						
0000140						
0000141						
0000142						
0000143						
0000144						
0000145						
0000146						
0000147						
0000148						
0000149						
0000150						
0000151						
0000152						
0000153						

APPLICATION

155

Blessed Sacrament Academy - Standard Purchase Requisition Form

Vendor Name :	Office Supply House
Vendor Address 1:	1111 S. Main St.
Vendor Address 2:	
City, State, Zip	San Antonio, TX 78210
Contact Name	Jane Doe
Phone Number	(210) 532-0404

Requestor Name:	Employee Smith
Requestor Dept:	Science Lab

Requisition Number:	0000129

Line Item	Catalog / Part #	Description	Quantity (Q)	Rate (R)	Cost (Q*R)	Fund	Function	Object	Org	Budgeted (Y/N)
1	ISLF328	Paper - 8 1/2 x 11	4	\$ 10.00	\$ 40.00					
2				\$	\$					
3				\$	\$					
4				\$	\$					
5				\$	\$					
6				\$	\$					
7				\$	\$					
8				\$	\$					
9				\$	\$					
10				\$	\$					
11				\$	\$					
12				\$	\$					
13				\$	\$					
14				\$	\$					
15				\$	\$					

Subtotal	\$ 40.00
S&H	\$ —
Tax	\$ —
Grand Total	\$ 40.00

Detailed Description
Paper to be used in science lab printer

Requestor Signature Employee Sign Date: 10/23/00

Approval Signature Superintendent Sign Date: 10/23/00

APPLICATION

Purchase Order - Log Book

PO Number	Date	Name of Requestor	Name of Vendor	Purchase Req #	Approvals	Returned Receipt	Paid CHK #	Comments
1313	10/23/00	Employee Smith	Office Supply House	0000129	✓	✓		
1314								
1315								
1316								
1317								
1318								
1319								
1320								
1321								
1322								
1323								
1324								
1325								
1326								
1327								
1328								
1329								
1330								
1331								
1332								
1333								
1334								
1335								
1336								
1337								
1338								
1339								

APPLICATION

CHECK/CASH DISBURSEMENT RECORD

CHECK # DATE: 10/23/00PAY TO: Office Supply House

DESCRIPTION:

Paper for science lab printerVENDOR NO.: 00025ACCT NO.: CHECK NO.: INVOICE NO.: 3532ENCUMBERED: ✓ 10-001POSTED: PAID: 40.00PYMNT AUTH.: Superintendent's Signat

APPLICATION

ATTACHMENT Q

CURRENT MONTHLY STATUS BUDGET REPORT

Description	Function	Object Code	Budgeted Revenue	Budgeted Expenditures	Total	Sept Encumbrances	Sept Expenditures	Sept Total	YTD Encumbrances	YTD Expenditures	YTD Total	YTD %
Estimated Revenues:												
Local Sources					\$ -						\$ -	
State Sources			885,631		\$ 885,631			\$ 66,150			\$ 66,150	7.47%
Federal Sources			165,427		\$ 165,427			\$ 3,000			\$ 3,000	1.81%
Other Sources			10,000		\$ 10,000			\$ -			\$ -	0.00%
Student Activity			-		\$ -			\$ 659			\$ 659	
Total Estimated Revenues			\$1,061,058	\$0	\$ 1,061,058			\$ 69,809			\$ 69,809	6.58%
Estimated Expenses:												
Payroll Costs	6100		779,993		\$ 779,993	-	60,353	\$ 60,353	\$ -	\$ 60,353	\$ 60,353	7.74%
Professional and Contracted Services	6200		171,714		\$ 171,714	4,550	5,754	\$ 10,303	\$ 4,550	\$ 5,754	\$ 10,303	6.00%
Supplies and Materials	6300		85,078		\$ 85,078	589	530	\$ 1,119	\$ 589	\$ 530	\$ 1,119	1.32%
Other Operating Costs	6400		24,272		\$ 24,272	395	1,616	\$ 2,011	\$ 395	\$ 1,616	\$ 2,011	8.29%
Debt Expense	6500		-		\$ -	-	-	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Total Estimated Expenses			\$1,061,058	\$0	\$ 1,061,058	\$5,533	\$68,253	\$ 73,786	\$ 5,533	\$ 68,253	\$ 73,786	6.95%

Blessed Sacrament Academy Charter High School
Board Report - September 2000

Description	Function	Object Code	Budgeted Revenue	Budgeted Expenditures	Total	Sept Encumbrances	Sept Expenditures	Sept Total	YTD Encumbrances	YTD Expenditures	YTD Total	YTD %
Detail												
Instruction												
Instruction	11											
Payroll Costs		6100	347,217	\$ 347,217		\$ 28,147	\$ 28,147	\$ -	\$ -	\$ 28,147	\$ 28,147	8.11%
Professional and Contracted Services		6200	2,840	\$ 2,840		\$ 650	\$ 650	\$ -	\$ -	\$ 650	\$ 650	22.11%
Supplies and Materials		6300	15,850	\$ 15,850	\$ 34	\$ 34	\$ 34	\$ 34	\$ 34	\$ -	\$ 34	0.22%
Other Operating Costs		6400	4,277	\$ 4,277	\$ 25	\$ 439	\$ 464	\$ 25	\$ 439	\$ 464	\$ 464	10.85%
Debt Expense		6500		\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	
Total Instruction			\$370,284	\$0	\$ 370,284	\$ 59	\$ 29,236	\$ 29,296	\$ 59	\$ 29,236	\$ 29,296	7.91%
Instructional Resources and Media Services												
Instructional Resources and Media Services	12											
Payroll Costs		6100	-	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Professional and Contracted Services		6200	-	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Supplies and Materials		6300	-	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Other Operating Costs		6400	-	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Debt Expense		6500	-	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	
Total Instructional Resources and Media Services			\$0	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Curriculum Development and Instructional Staff Development												
Curriculum Development and Instructional Staff Development	13											
Payroll Costs		6100	2,400	\$ 2,400			\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Professional and Contracted Services		6200	-	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Supplies and Materials		6300	-	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Other Operating Costs		6400	-	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Debt Expense		6500	-	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	
Total Curriculum and Instructional Staff Development			\$2,400	\$0	\$ 2,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Instructional Leadership:												
Instructional Leadership:	21											
Payroll Costs		6100	-	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Professional and Contracted Services		6200	-	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Supplies and Materials		6300	-	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Other Operating Costs		6400	-	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Debt Interest		6500	-	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	
Total Instructional Leadership			\$0	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
School Leadership:												
School Leadership:	23											
Payroll Costs		6100	88,817	\$ 88,817		\$ 7,843	\$ 7,843	\$ -	\$ -	\$ 7,843	\$ 7,843	8.83%
Professional and Contracted Services		6200	4,950	\$ 4,950			\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Supplies and Materials		6300	2,000	\$ 2,000	\$ 66	\$ 19	\$ 85	\$ 66	\$ 19	\$ 85	\$ 85	4.25%
Other Operating Costs		6400	700	\$ 700		\$ 46	\$ 46	\$ -	\$ -	\$ 46	\$ 46	6.50%
Debt Interest		6500	-	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	
Total School Leadership			\$96,467	\$0	\$ 96,467	\$ 66	\$ 7,908	\$ 7,974	\$ 66	\$ 7,908	\$ 7,974	8.27%

Blessed Sacrament Academy Charter High School
Board Report - September 2000

Description	Function	Object Code	Budgeted Revenue	Budgeted Expenditures	Total	Sept Encumbrances	Sept Expenditures	Sept Total	YTD Encumbrances	YTD Expenditures	YTD Total	YTD %
Guidance, Counseling and Evaluation Services	31											
Payroll Costs		6100	28,250	\$	28,250		\$ 2,083	\$ 2,083	\$	2,083	\$ 2,083	7.93%
Professional and Contracted Services		6200	-	\$	-		\$ -	\$ -	\$	-	\$ -	#DIV/0!
Supplies and Materials		6300	2,250	\$	2,250		\$ -	\$ -	\$	-	\$ -	0.00%
Other Operating Costs		6400	100	\$	100		\$ 172	\$ 172	\$	172	\$ 172	172.28%
Debt Interest		6500	-	\$	-		\$ -	\$ -	\$	-	\$ -	
Total Guidance, Counseling and Evaluation Services			\$28,600	\$0	\$ 28,600	\$ -	\$ 2,255	\$ 2,255	\$ -	\$ 2,255	\$ 2,255	7.88%
Social Work Services:	32											
Payroll Costs		6100	86,764	\$	86,764		\$ 6,508	\$ 6,508	\$	6,508	\$ 6,508	7.50%
Professional and Contracted Services		6200	930	\$	930		\$ -	\$ -	\$	-	\$ -	0.00%
Supplies and Materials		6300	3,750	\$	3,750		\$ -	\$ -	\$	-	\$ -	0.00%
Other Operating Costs		6400	4,935	\$	4,935		\$ 467	\$ 467	\$	467	\$ 467	9.46%
Debt Expense		6500	-	\$	-		\$ -	\$ -	\$	-	\$ -	
Total Social Work Services			\$96,379	\$0	\$ 96,379	\$ -	\$ 6,975	\$ 6,975	\$ -	\$ 6,975	\$ 6,975	7.24%
Health Services:	33											
Payroll Costs		6100	28,350	\$	28,350		\$ 2,222	\$ 2,222	\$	2,222	\$ 2,222	7.84%
Professional and Contracted Services		6200	-	\$	-		\$ -	\$ -	\$	-	\$ -	#DIV/0!
Supplies and Materials		6300	2,350	\$	2,350	90	\$ 90	\$ 90	\$ 90	\$ -	\$ 90	3.85%
Other Operating Costs		6400	100	\$	100	218	\$ 218	\$ 218	\$ 218	\$ -	\$ 218	217.89%
Debt Expense		6500	-	\$	-		\$ -	\$ -	\$	-	\$ -	
Total Health Services			\$30,800	\$0	\$ 30,800	\$ 308	\$ 2,222	\$ 2,530	\$ 308	\$ 2,222	\$ 2,530	8.21%
Student Transportation	34											
Payroll Costs		6100	-	\$	-		\$ -	\$ -	\$	-	\$ -	#DIV/0!
Professional and Contracted Services		6200	-	\$	-		\$ -	\$ -	\$	-	\$ -	#DIV/0!
Supplies and Materials		6300	-	\$	-		\$ -	\$ -	\$	-	\$ -	#DIV/0!
Other Operating Costs		6400	-	\$	-		\$ -	\$ -	\$	-	\$ -	#DIV/0!
Debt Expense		6500	-	\$	-		\$ -	\$ -	\$	-	\$ -	
Total Student Transportation			\$0	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Food Services:	35											
Payroll Costs		6100	28,068	\$	28,068		\$ 2,061	\$ 2,061	\$	2,061	\$ 2,061	7.90%
Professional and Contracted Services		6200	-	\$	-		\$ -	\$ -	\$	-	\$ -	#DIV/0!
Supplies and Materials		6300	51,188	\$	51,188	329	\$ 11	\$ 340	\$ 320	\$ 11	\$ 340	0.67%
Other Operating Costs		6400	100	\$	100		\$ -	\$ -	\$	-	\$ -	0.00%
Debt Expense		6500	-	\$	-		\$ -	\$ -	\$	-	\$ -	
Total Food Services			\$77,337	\$0	\$ 77,337	\$ 329	\$ 2,072	\$ 2,401	\$ 329	\$ 2,072	\$ 2,401	3.10%

Blessed Sacrament Academy Charter High School
Board Report - September 2000

Description	Function	Object Code	Budgeted Revenue	Budgeted Expenditures	Total	Sept Encumbrances	Sept Expenditures	Sept Total	YTD Encumbrances	YTD Expenditures	YTD Total	YTD %
Cocurricular/Extracurricular Activities:												
	36											
Payroll Costs		6100	3,306	\$	3,306		\$	-	\$	-	\$	0.00%
Professional and Contracted Services		6200		\$			\$	-	\$	-	\$	#DIV/0!
Supplies and Materials		6300	990	\$	990		\$	-	\$	-	\$	0.00%
Other Operating Costs		6400		\$			\$	-	\$	-	\$	#DIV/0!
Debt Expense		6500		\$			\$	-	\$	-	\$	
Total Cocurricular/Extracurricular Activities:			\$4,296	\$0	\$ 4,296	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
General Administration:												
	41											
Payroll Costs		6100	135,609	\$	135,609		\$ 10,042	\$ 10,042	\$	10,042	\$ 10,042	7.41%
Professional and Contracted Services		6200	9,800	\$	9,800		\$	-	\$	-	\$	0.00%
Supplies and Materials		6300	2,000	\$	2,000	69	\$ 69	\$ 69	\$ 69	\$	69	3.45%
Other Operating Costs		6400	5,720	\$	5,720	117	\$ 447	\$ 564	\$ 117	\$ 447	\$ 564	9.86%
Debt Expense		6500		\$			\$	-	\$	-	\$	
Total General Administration			\$153,129	\$0	\$ 153,129	\$ 186	\$ 10,489	\$ 10,675	\$ 186	\$ 10,489	\$ 10,675	6.97%
Plant Maintenance and Operations:												
	51											
Payroll Costs		6100	35,213	\$	35,213		\$ 1,448	\$ 1,448	\$	1,448	\$ 1,448	4.11%
Professional and Contracted Services		6200	89,594	\$	89,594	4,550	\$ 3,324	\$ 7,873	\$ 4,550	\$ 3,324	\$ 7,873	8.79%
Supplies and Materials		6300	4,000	\$	4,000		\$ 499	\$ 499	\$	499	\$ 499	12.49%
Other Operating Costs		6400	3,300	\$	3,300		\$	-	\$	-	\$	0.00%
Debt Expense		6500		\$			\$	-	\$	-	\$	
Total Plant Maintenance and Operations			\$132,107	\$0	\$ 132,107	\$ 4,550	\$ 5,271	\$ 9,820	\$ 4,550	\$ 5,271	\$ 9,820	7.43%
Security and Monitoring Services:												
	52											
Payroll Costs		6100		\$			\$	-	\$	-	\$	#DIV/0!
Professional and Contracted Services		6200	21,700	\$	21,700		\$ 1,780	\$ 1,780	\$	1,780	\$ 1,780	8.20%
Supplies and Materials		6300		\$			\$	-	\$	-	\$	#DIV/0!
Other Operating Costs		6400		\$			\$	-	\$	-	\$	#DIV/0!
Debt Expense		6500		\$			\$	-	\$	-	\$	
Total Security and Monitoring Services:			\$21,700	\$0	\$ 21,700	\$ -	\$ 1,780	\$ 1,780	\$ -	\$ 1,780	\$ 1,780	8.20%
Data Processing Services:												
	53											
Payroll Costs		6100		\$			\$	-	\$	-	\$	#DIV/0!
Professional and Contracted Services		6200	13,800	\$	13,800		\$	-	\$	-	\$	0.00%
Supplies and Materials		6300		\$			\$	-	\$	-	\$	#DIV/0!
Other Operating Costs		6400		\$			\$	-	\$	-	\$	#DIV/0!
Debt Expense		6500		\$			\$	-	\$	-	\$	
Total Data Processing Services			\$13,800	\$0	\$ 13,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

Blessed Sacrament Academy Charter High School
Board Report - September 2000

Description	Function	Object Code	Budgeted Revenue	Budgeted Expenditures	Total	Sept Encumbrances	Sept Expenditures	Sept Total	YTD Encumbrances	YTD Expenditures	YTD Total	YTD %
Community Services:	61											
Payroll Costs		6100	-	\$	-		\$	-	\$	-	\$	#DIV/0!
Professional and Contracted Services		6200	28,000	\$	28,000		\$	-	\$	-	\$	0.00%
Supplies and Materials		6300	720	\$	720		\$	-	\$	-	\$	0.00%
Other Operating Costs		6400	5,040	\$	5,040		\$	-	\$	-	\$	0.00%
Debt Expense		6500	-	\$	-		\$	-	\$	-	\$	
Total Community Services			\$33,760	\$0	\$ 33,760	\$	-	\$	-	\$	-	0.00%
Fund Raising:	81											
Payroll Costs		6100	-	\$	-		\$	-	\$	-	\$	#DIV/0!
Professional and Contracted Services		6200	-	\$	-		\$	-	\$	-	\$	#DIV/0!
Supplies and Materials		6300	-	\$	-		\$	-	\$	-	\$	#DIV/0!
Other Operating Costs		6400	-	\$	-		\$	-	\$	-	\$	#DIV/0!
Debt Expense		6500	-	\$	-		\$	-	\$	-	\$	
Total Fund Raising			\$0	\$0	\$	-	\$	-	\$	-	\$	#DIV/0!
Student Activity	36											
Payroll Costs		6100	-	0 \$	-		\$	-	\$	-	\$	#DIV/0!
Professional and Contracted Services		6200	-	0 \$	-		\$	-	\$	-	\$	#DIV/0!
Supplies and Materials		6300	-	0 \$	-		\$	-	\$	-	\$	#DIV/0!
Other Operating Costs		6400	-	0 \$	-	34 \$	46 \$	81 \$	34 \$	46 \$	81 \$	#DIV/0!
Debt Expense		6500	-	0 \$	-		\$	-	\$	-	\$	
Total Student Activity			\$0	\$0	\$	34	\$ 46	\$ 81	\$ 34	\$ 46	\$ 81	#DIV/0!

Special Comments:

- (1) Revenue received is lower than expected. The PEP Grant funding was not received in September as anticipated. Region 20 has indicated that they have not closed out the year so they are unable to process payments at this time. Our contact at Region 20 indicates that they are anticipating a three month pay-out around November 15th.
- (2) State funding is expected to increase to approximately \$70K based on discussion Superintendent had with the state. The state used an incorrect rate for our compensatory education figures and will be correcting for the following month. The superintendent has put in a call to see when we can expect to see this increase and if it will be retroactive for August and September payments.
- (3) Please note that many of the cash disbursements for September were expensed in August (due to services being completed in August and not billed until September). These items were expensed in the correct year and entered as an Accounts Payable item. These items are then entered as a reduction of Accounts Payable rather than as an expense item.
- (4) RSCCC System close out for September will occur after all YTD reports have been printed and finalized. This is expected to occur the last week of October. Thereafter all close outs will be completed by 5th of each month or the date the bank statements are received in the finance office, whichever is latest.

APPLICATION

Attachment Q

APPLICATION

ATTACHMENT R
FINANCIAL AUDIT REPORT

APPLICATION

**BLESSED SACRAMENT ACADEMY
SECOND CHANCE HIGH SCHOOL, INC.**
San Antonio, Texas

Independent Auditors' Report
and
Financial Statements

Year Ended August 31, 1999

GARZA/GONZALEZ
G associates

BLESSED SACRAMENT ACADEMY
SECOND CHANCE HIGH SCHOOL, INC.
San Antonio, Texas

APPLICATION

TABLE OF CONTENTS

	Page No
Independent Auditors' Report	1
Financial Statements	
Statement of Financial Position	2
Statement of Activities	3
Statement of Cash Flows	4
Notes to Financial Statements	5-10
Other Report	
Report on Compliance and on Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	11

INDEPENDENT AUDITORS' REPORT

APPLICATION

Board of Directors
Blessed Sacrament Academy
Second Chance High School, Inc.
San Antonio, Texas

We have audited the statement of financial position of Blessed Sacrament Academy Second Chance High School, Inc. (High School) as of August 31, 1999 and the related statements of activities, cash flows and functional expenses for the year then ended. These basic financial statements are the responsibility of the High School's management. Our responsibility is to express an opinion on these basic financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in **Government Auditing Standards**, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of the High School as of August 31, 1999, and the results of its operations, and its cash flows for the year then ended, in conformity with generally accepted accounting principles.

In accordance with **Government Auditing Standards**, we have also issued our report dated November 30, 1999, on our consideration of the High School's internal control structure over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grants.

Garza/Gonzalez
& Associates

November 30, 1999

GARZA/GONZALEZ
& associates

APPLICATION

FINANCIAL STATEMENTS

BLESSED SACRAMENT ACADEMY SECOND CHANCE HIGH SCHOOL, INC.
San Antonio, Texas

STATEMENT OF FINANCIAL POSITION

August 31, 1999

		APPLICATION
ASSETS		
Current Assets		
Cash on Hand and In Banks	\$	84,503
Other Receivables		177
Deferred Expenses		1,113
Building Improvements, Vehicles and Equipment		
Net of Accumulated Depreciation (Note 2)		<u>44,733</u>
Total Assets	\$	<u><u>130,526</u></u>
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts Payable	\$	4,663
Accrued Payroll and Other Liabilities		22,497
Due to State – Current (Note 5)		<u>6,949</u>
Total Liabilities		<u>34,109</u>
Net Assets		
Unrestricted		73,316
Temporarily Restricted (Note 6)		<u>23,101</u>
Total Net Assets		<u>96,417</u>
Total Liabilities and Net Assets	\$	<u><u>130,526</u></u>

The accompanying notes to financial statements
form an integral part of this statement.

BLESSED SACRAMENT ACADEMY SECOND CHANCE HIGH SCHOOL, INC.
San Antonio, Texas

STATEMENT OF ACTIVITIES

Year Ended August 31, 1999

APPLICATION

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
REVENUE AND OTHER SUPPORT			
Support			
Contributions	\$ 10,640	\$ 4,000	\$ 14,640
State Program Revenues	666,103	2,485	668,588
Federal Program Revenues	-	81,442	81,442
Fees and Other Revenue			
Food Service Activity	3,693	-	3,693
Earnings from Temporary Deposits	430	-	430
Other Revenues from Local Sources	9,274	-	9,274
In-kind Revenue	88,000	-	88,000
Net Assets Released From Restrictions	94,643	(94,643)	-
Total Revenue and Other Support	<u>872,783</u>	<u>(6,716)</u>	<u>866,067</u>
EXPENSES			
Program Services			
General School Operations	451,679	-	451,679
ESEA Title I Part A - Improving Basic Programs	38,605	-	38,605
National School Breakfast and Lunch Program	32,464	-	32,464
Technology Allotment	1,613	-	1,613
ESEA Title VI Innovative Educational	36,576	-	36,576
Support Services			
Administrative and General	96,816	-	96,816
Total Expenses	<u>657,753</u>	<u>-</u>	<u>657,753</u>
Change in Net Assets	<u>215,030</u>	<u>(6,716)</u>	<u>208,314</u>
Net Assets - Beginning of Year	<u>(141,713)</u>	<u>29,817</u>	<u>(111,896)</u>
Net Assets - End of Year	<u>\$ 73,316</u>	<u>\$ 23,101</u>	<u>\$ 96,417</u>

The accompanying notes to financial statements
form an integral part of this statement.

BLESSED SACRAMENT ACADEMY SECOND CHANCE HIGH SCHOOL, INC.
San Antonio, Texas

STATEMENT OF CASH FLOWS

Year Ended August 31, 1999

CASH FLOWS FROM OPERATING ACTIVITIES

Cash Received from Contributors	\$ 14,640
Cash Received for Government Contracts	555,376
Cash Received for Services	3,693
Interest Income	430
Miscellaneous Receipts	9,274
Cash Paid to Suppliers for Goods and Services	(190,667)
Cash Paid to Employees for Services	(350,053)
Net Cash Provided by Operating Activities	<u>42,693</u>

APPLICATION

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Equipment	<u>(8,374)</u>
Net Cash Used for Investing Activities	<u>(8,374)</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Payment of Loan Principal	<u>(6,000)</u>
Net Cash Used for Financing Activities	<u>(6,000)</u>

Net Increase in Cash and Cash Equivalents 28,319

Cash and Cash Equivalents at Beginning of Year 56,184

Cash and Cash Equivalents at End of Year \$ 84,503

RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH
PROVIDED BY OPERATING ACTIVITIES

Change in Net Assets	\$ 208,314
Adjustments to Reconcile Change in Net Assets to Net	
Cash Provided by Operating Activities	
Depreciation	10,541
Increase in Deferred Expenses	(139)
Increase in Accounts Payable	2,516
Increase in Accrued Payroll and Other Liabilities	16,115
Decrease in Due to State - Current	(179,146)
Decrease in Due to State - Non-current	<u>(15,508)</u>
Total Adjustments	<u>(165,621)</u>
Net Cash Provided by Operating Activities	\$ <u>42,693</u>

The accompanying notes to the financial statements
form an integral part of this statement.

BLESSED SACRAMENT ACADEMY SECOND CHANCE HIGH SCHOOL, INC.
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended August 31, 1999

APPLICATION

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Organization

Blessed Sacrament Academy Second Chance High School (the High School) provides an alternative high school diploma program to students who did not thrive in the normal high school setting or have returned for a high school diploma after entering the work force. The High School operates under an open enrollment charter granted by the Texas State Board of Education. The charter was issued for a period of five years. The High School is part of the public school system of the state and is entitled to distribution from the State's available school fund. However, the High School does not have the authority to impose taxes or charge tuition.

The High School was incorporated August 9, 1996. It is a non-profit organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

B. Accounting Policies

The financial statements have been prepared on the accrual basis of accounting. The accounting system is organized under the *Special Supplement to Financial Accounting and Reporting -- Nonprofit Charter School Chart of Accounts*, a Module of the Texas Education Agency Financial Accountability Resource Guide. The significant accounting policies are as follows:

To ensure observance of limitations and restrictions placed on the use of resources available to the High School, the accounts are maintained in accordance with the principles of fund accounting during the year. Resources for various purposes are classified for accounting purposes into funds established according to their nature and purposes. Separate accounts are maintained for each fund; however, the accompanying statements of financial position and of activities focuses on the organization as a whole and reports the amounts of its total assets, liabilities, net assets and changes in net assets in accordance with Financial Accounting Standards Board Statement No. 117.

The statement of financial position reports the amounts of each of two classes of net assets: temporarily restricted and unrestricted net assets.

- Temporarily restricted net assets result from contributions and other inflows of assets that are limited by donor-imposed stipulations that can be fulfilled and removed by actions of the High School pursuant to those stipulations.

BLESSED SACRAMENT ACADEMY SECOND CHANCE HIGH SCHOOL, INC.
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended August 31, 1999

APPLICATION

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

When a donor restriction expires, that is, when a stipulated purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

- Unrestricted net assets are the remaining part of the High School's net assets that is neither permanently restricted nor temporarily restricted by donor-imposed stipulations. Property and equipment are included in unrestricted net assets.

C. Cash and Cash Equivalents

For purposes of the statement of cash flows, cash and cash equivalents are comprised of cash on hand and in banks.

D. Fixed Assets and Depreciation

All assets acquired with a value of \$2,000 or greater are recorded as Fixed Assets and are valued at cost or estimated cost. Donated assets are reported at the fair market value at time of acquisition. Depreciation of building improvements and equipment is provided over the estimated useful lives of the assets on a straight-line basis.

E. Revenues

Revenues from the state's available school fund are based on reported attendance.

Contributions received are recognized as revenue in the period received and are reported as either restricted or unrestricted support.

- Contributions with donor-imposed restrictions are reported as restricted support. Restricted support increases temporarily restricted net assets.
- Contributions without donor-imposed restrictions are reported as unrestricted support. Unrestricted support increases unrestricted net assets.

Governmental grant contracts that are entered into by the High School are recognized as revenue when services are rendered or when the expenses in connection with those services are incurred.

BLESSED SACRAMENT ACADEMY SECOND CHANCE HIGH SCHOOL, INC.
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended August 31, 1999

APPLICATION

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Donated Goods and Services

Donated goods and services that can be measured and meet certain other requirements are recorded in the financial statements as in-kind contributions and expenses of a like amount.

G. Personal Leave

All employees earn 5 days of paid personal leave per year. However, the balance does not accumulate; therefore, there is no liability accrued on the financial statements.

H. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain report amounts and disclosures. Accordingly, actual results could differ from those estimates.

2. BUILDING IMPROVEMENTS, VEHICLES AND EQUIPMENT

An analysis of building improvements, vehicles and equipment at August 31, 1999, is presented as follows:

	Cost	Accumulated Depreciation	Net	Straight-Line Depreciation Rate
Instructional Equipment	\$ 31,649	\$ 12,502	\$ 19,147	20%
Building Improvements	16,500	275	16,225	20%
Vehicles	19,200	11,200	8,000	20%
Library Books and Media	3,107	1,746	1,361	20%
Total	<u>\$ 70,456</u>	<u>\$ 25,723</u>	<u>\$ 44,733</u>	

Depreciation expense for the current year was \$ 10,541.

BLESSED SACRAMENT ACADEMY SECOND CHANCE HIGH SCHOOL, INC.
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended August 31, 1999

APPLICATION

3. DEFINED BENEFIT PENSION PLAN

All employees of the High School employed for one-half or more of the standard work load and who are not exempt from membership under Texas Government Code, Title 8, Subtitle C, Section 822.002, participate in the Teacher Retirement System of Texas (the "System"), a multiple-employer public employee retirement system ("PERS"). It is a cost-sharing PERS with one exception: all risks and costs are not shared by the High School, but are the liability of the State. Payments made by the State on behalf of the High School of \$20,385 are not reflected in the accompanying financial statements. The payroll for employees covered by the System for the year ended August 31, 1999 was \$344,663; the High School's total payroll was \$366,168.

All High School employees, except those employed for less than one-half the standard work load and who are not exempted by law, are required to participate in the System as a condition of employment. Employees who retire on or after age 65 with 5 years of credited service, or at or after age 60 with 20 years of credited service, are entitled to a retirement benefit, payable monthly for life, equal to 2 percent of their final-average salary for each year of credited service. Final-average salary is the employee's average salary over the 3 years of credited service with the greatest salary. Benefits fully vest on reaching 5 years of credited service. Vested employees may retire at or after age 55, or at any age with 30 years of credited service, and receive reduced benefits. The System also provides death and disability benefits. Benefits are established by state statute.

By statute, covered employees must contribute 6.4 percent of their salary to the plan and the State of Texas contributes an amount equal to 6 percent times the aggregate annual compensation of all members of the System during the fiscal year ended August 31, 1999, except for employees paid from federal and private grants and for that portion of salary exceeding the state minimum salary established under Section 21, Texas Education Code, as determined by a statutory formula involving the price differential index and other factors.

The system issues a publicly available financial report that includes financial statements and required supplemental information. That report may be obtained by writing to the General Accounting Department - Teacher Retirement System of Texas, 1000 Red River Street, Austin, Texas 78701.

BLESSED SACRAMENT ACADEMY SECOND CHANCE HIGH SCHOOL, INC.
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended August 31, 1999

APPLICATION

4. HEALTH CARE COVERAGE

The High School provides health care benefits to all employees. Contributions are required for coverage of dependents.

5. DUE TO STATE

This liability to the State of Texas is for overpayment of Foundation Entitlements from the State. The State will withhold this amount from subsequent Entitlement payments. The liability accrues no interest.

6. TEMPORARILY RESTRICTED NET ASSETS

Temporarily Restricted Net Assets consist of the following at August 31, 1999:

Federal and State program activities	\$	20,020
Scholarship Distributions		3,081
	\$	<u>23,101</u>

7. LEASES

During the year, the High School entered into a lease agreement with Blessed Sacrament Academy, Inc. (a related party) for the lease of the High School building. Payments under this agreement were for a monthly amount of \$3,000; however, the High School only made one payment of \$3,000 and the balance was forgiven. Based on the value of the donated building space, the forgiven amount of \$33,000 and an additional \$55,000 has been recorded in the financial statements as an in-kind revenue and expense.

BLESSED SACRAMENT ACADEMY SECOND CHANCE HIGH SCHOOL, INC.
San Antonio, Texas

NOTES TO FINANCIAL STATEMENTS

Year Ended August 31, 1999

APPLICATION

8. COMMITMENTS AND CONTINGENCIES

The High School receives funds through federal grant programs which are governed by various rules and regulations of the grantor. Expenses charged to the grant program are subject to audit and adjustment by the grantor agency. In the opinion of management, there are no contingent liabilities relating to compliance with the rules and regulations governing the grants; therefore, no provision has been made in the accompanying financial statements for such contingencies.

9. RELATED PARTIES

During the year, the High School had various transactions with Blessed Sacrament Academy, Inc., which included the lease of the building and the repayment of a note from Blessed Sacrament Academy, Inc.

10. SUBSEQUENT EVENTS

Subsequent to August 31, 1999, Blessed Sacrament Academy High School entered into a capital lease agreement with Lucent Technology for the lease of telephone systems in the amount of \$9,497 with a \$1.00 purchase option at the end of the lease.

APPLICATION

OTHER REPORT

REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

Board of Directors
Blessed Sacrament Academy
Second Chance High School, Inc.
San Antonio, Texas

APPLICATION

We have audited the financial statements of Blessed Sacrament Academy Second Chance High School, Inc. (High School) as of and for the year ended August 31, 1999, and have issued our report thereon dated November 30, 1999. We conducted our audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in **Government Auditing Standards**, issued by the Comptroller General of the United States.

Compliance

As part of obtaining reasonable assurance about whether the High School's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under **Government Auditing Standards**.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the High School's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be a material weakness.

A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operation that we consider to be a material weakness. However, we noted a matter involving internal control over financial reporting which we have reported to management of the High School in a separate letter dated November 30, 1999.

This report is intended for the information of the audit committee, management and federal awarding agencies. However, this report is a matter of public record and its distribution is not limited.

Garza/Gonzalez
& Associates

GARZA/GONZALEZ
& associates

November 30, 1999

190

00191

APPLICATION

ATTACHMENT S
LEASE AGREEMENT

REAL AND PERSONAL PROPERTY LEASE AGREEMENT

This real and personal property lease agreement ("Agreement") is made and entered into as of September 1, 2000 by and between Blessed Sacrament Academy, a Texas non-profit corporation (referred to herein as "Landlord") and Blessed Sacrament Academy Charter High School, a Texas non-profit corporation (referred to herein as "Tenant"). For and in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows.

ARTICLE I RECITALS

APPLICATION

WHEREAS, Landlord has qualified as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, pursuant to a group exemption letter and Tenant will apply for tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, pursuant to an application to be filed on its behalf with the Internal Revenue Service;

WHEREAS, Tenant and Landlord bear a similar name but are two independent corporations who are not under common control or controlled by the same interests;

WHEREAS, Landlord owns certain real and personal property located at 1135 Mission Road, San Antonio, Texas, a portion of which Tenant desires to lease to operate an open-enrollment charter school; and

WHEREAS, Landlord will continue to use the real and personal property located at 1135 Mission Road, San Antonio, Texas which is not leased to Tenant pursuant to this Agreement and thus this agreement apportions the responsibility for certain utility services to 1135 Mission Road, San Antonio, Texas between Landlord and Tenant.

ARTICLE II TERMS AND DEFINITIONS

The following terms will have the meanings prescribed to them in this Agreement:

Landlord:	Blessed Sacrament Academy, a Texas non-profit corporation
Landlord's Address:	1135 Mission Road San Antonio, Texas 78210
Tenant:	Blessed Sacrament Academy Charter High School, a Texas non-profit corporation

Tenant's Address: 1135 Mission Road
San Antonio, Texas 78210

Property: The building constituting approximately 14,000 square feet located at 1135 Mission Road, San Antonio, Texas and known as "St. Joseph's Hall" (shown on Exhibit "A" attached hereto) together with all fixtures and personal property located thereon on the date of this Agreement.

APPLICATION

The gymnasium constituting approximately 7,000 square feet located at 1135 Mission Road, San Antonio, Texas (shown on Exhibit "A" attached hereto) together with all fixtures and personal property located thereon on the date of this Agreement.

The kitchen and dining area located in Landlord's administration building located at 1135 Mission Road, San Antonio, Texas (shown on Exhibit "A" attached hereto) together with all fixtures and personal property located thereon on the date of this Agreement.

Base Rent (monthly): Three Thousand Five Hundred and No/100 Dollars (\$3,500) per month.

Term (months): Twelve (12) months

Commencement Date: September 1, 2000

Termination Date: August 31, 2001

Use: Operate an open-enrollment charter school under the laws of the State of Texas.

Rent: Means base rent plus any other sums of money due Landlord by Tenant under this Agreement.

ARTICLE III AGREEMENTS

APPLICATION

A. Tenant agrees to--

1. Lease the Property for the entire term beginning on the commencement date and ending on the termination date unless this agreement is terminated by either party with thirty (30) days prior written notice.

2. Accept the Property in its present condition "as is," the Property being currently suitable for Tenant's intended use.

3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Property.

4. Pay monthly, in advance, on the first day of the month, the base rent to Landlord at Landlord's address.

5. Pay the following to Landlord within fifteen (15) days after Landlord has notified Tenant of the amount due:

a. Forty percent (40%) of Landlord's total bill for waste disposal; twenty five percent (25%) of Landlord's total bill for pest control services; thirty three percent (33%) of Landlord's total bill for electronic security services; and twenty percent (20%) of Landlord's total bill for water and gas services and twenty five percent (25%) of Landlord's total bill for electric services, which are provided to Landlord's property located at 1135 Mission Road, San Antonio, Texas pursuant to one meter or bill. Landlord and Tenant acknowledge and agree that Tenant will use approximately those percentages stated of the above named utilities provided to said property pursuant to one meter or bill and that Landlord's use will approximate the remaining percentages. Further, Landlord and Tenant agree that the Tenant will use approximately those percentages of the other services cited, and that the Landlord will use the remaining percentages.

b. One hundred percent (100%) of the electricity provided to the gymnasium and BSA Charter High School which is on a separate meter and that constitutes part of the Property that will be used entirely by Tenant.

6. Allow Landlord to reasonably enter onto the Property to perform Landlord's obligations, inspect the Property, and shall not unreasonably interfere with the conduct of Tenant's business.

7. Make and pay for all ordinary and necessary repairs to the Property, normal wear and tear excepted.

8. Repair any damage to the Property caused by Tenant.

APPLICATION

9. Maintain public liability insurance for the Property and the conduct of Tenant's business, naming Landlord as an additional insured, in the amounts reasonably determined from time to time by Landlord and Tenant.

10. Maintain insurance on Tenant's own property to the extent it desires insurance.

11. Indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, expenses, or claims arising out of use of the Property by Tenant.

12. Vacate or turn over the Property on termination of this lease.

B. Tenant agrees not to--

1. Use the Property for any purpose other than that stated in the basic lease terms and definitions.

2. (a) Create a nuisance, (b) permit any waste, or (c) use the Property in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the Property.

3. Materially alter the Property without written approval of Landlord.

4. Allow a lien to be placed on the Property.

5. Assign this lease or sublease any portion of the Property without Landlord's written consent.

C. Landlord agrees to--

1. Lease to Tenant the Property for the entire term beginning on the commencement date and ending on the termination date unless this Agreement is terminated by either party with thirty (30) days prior written notice.

2. Allow Tenant full rights of ingress and egress to the Property.

3. Landlord agrees to provide heating, ventilating, air conditioning, water, gas, electricity and waste disposal services and utility connections reasonably necessary for the use of the Property stated above.

4. To provide maintenance services to the property as shall be agreed to by Landlord and Tenant from time to time.

5. Pay in full any and all real and personal property taxes, special assessments, and governmental charges of any kind imposed on the Property during the lease term, including any special assessments imposed on or against the Property for constructing or improving public works.

6. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Property.

7. Keep all buildings and improvements which constitute part of the Property insured against loss or damage by fire or theft under insurance policies currently in effect and held by Landlord. Landlord agrees to use any insurance proceeds received for loss or damage to the Property to repair and restore the same.

D. Landlord agrees not to--

Interfere with Tenant's possession of the Property as long as Tenant is not in default.

E. Landlord and Tenant agree to the following:

1. **Alterations.** Any physical additions or improvements to the Property made by Tenant will become the property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Property to the condition existing at the commencement date, normal wear excepted.

2. **Abatement.** Tenant's covenant to pay rent and Landlord's covenants are independent of each other. Except as otherwise provided, Tenant shall not be entitled to abate rent for any reason.

3. **Release of Claims/Subrogation.** Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the Property, the building, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

4. **Notice to Insurance Companies.** Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.

5. **Casualty/Total or Partial Destruction.** (a) If the Property is damaged by casualty and can be restored within fifteen (15) days, Landlord will, at its expense, restore the Property to substantially the same condition as it existed before the casualty. If Landlord fails to complete restoration within fifteen (15) days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice to Landlord. (b) If the Property cannot be restored within fifteen (15) days, Landlord has an option to restore or not to restore the Property. If Landlord chooses not to restore, this lease will immediately terminate. If Landlord chooses to restore, it will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten (10) days. If Tenant does not terminate this lease, it shall continue and Landlord shall restore the Property as provided in (a) above. (c) To the extent the Property are untenable after the casualty and the damage was not caused by Tenant, the rent will be adjusted as may be fair and reasonable.

6. **Condemnation/Substantial or Partial Taking.** (a) If the Property cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate. (b) If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Property, and the rent payable during the unexpired portion of the term will be adjusted as may be fair and reasonable. (c) Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

7. **Default by Landlord/Events.** Default by Landlord is failing to comply with any provision of this lease within thirty (30) days after written notice.

8. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default is to sue for damages.

9. **Default by Tenant/Events.** Defaults by Tenant are (a) failing to pay timely rent after a five (5) day notice, (b) abandoning or vacating a substantial portion of the Property, or (c) failing to comply within ten (10) days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

10. **Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are to (a) enter and take possession of the Property, after which Landlord may relet the Property on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any reasonable expenditures made

in order to relet; (b) enter the Property and perform Tenant's obligations; or (c) terminate this lease by written notice and sue for damages. Subject to the requirements of the Texas Property Code, Landlord may enter and take possession of the Property by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Property, until the default is cured, without being liable for damages.

11. **Default/Waiver/Mitigation.** It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

12. **Holdover.** If Tenant does not vacate the Property following termination of this lease, Tenant shall be a month to month tenancy and shall vacate the Property on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the term.

13. **Alternative Dispute Resolution.** Landlord and Tenant shall submit in good faith to mediation before filing a suit for damages.

14. **Attorney's Fees.** If either party retains an attorney to enforce this lease, the prevailing party is entitled to recover reasonable attorney's fees.

15. **Venue.** Venue is in Bexar County, Texas, being the county in which the Property is located.

16. **Amendment of Lease.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

17. **Limitation of Warranties.** There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.

18. **Notices.** Any notice required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Landlord or Tenant at their addresses.

19. **Abandoned Property.** Landlord may retain, destroy, or dispose of any property left on the Property at the end of the term.

20. **Quiet Enjoyment.** Landlord hereby covenants and agrees that if Tenant shall perform all of the covenants and agreements herein required to be performed on the

part of Tenant, Tenant shall, subject to the terms of this Lease, at all times during the continuance of this Lease, have the peaceable and quiet enjoyment and possession of the Property.

21. **Assignment.** This lease may not be assigned by the Landlord or the Tenant.

Executed the 1st day of September, 2000.

APPLICATION

LANDLORD:

TENANT:

BLESSED SACRAMENT ACADEMY

**BLESSED SACRAMENT ACADEMY
CHARTER HIGH SCHOOL**

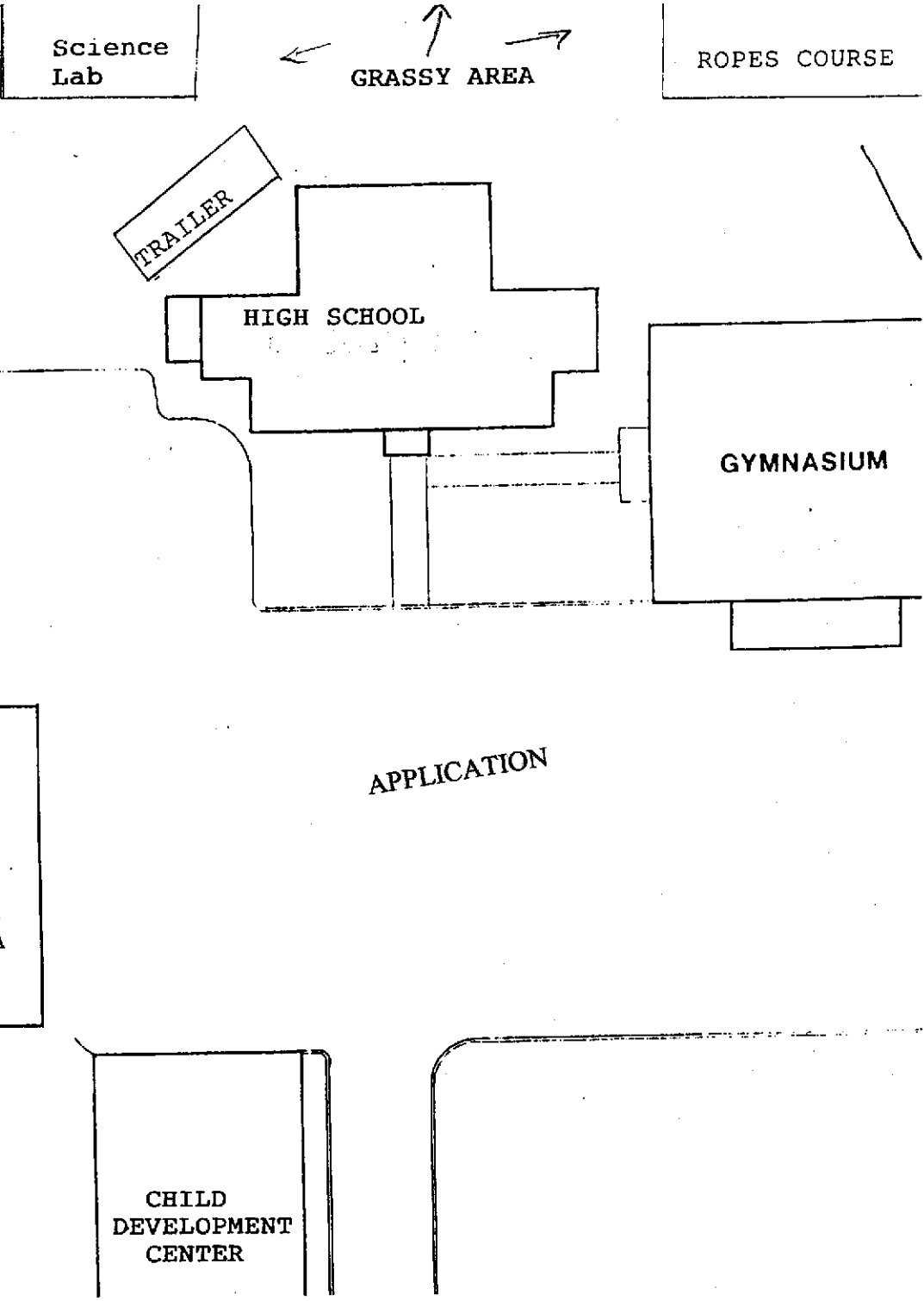
By: Sister Odilia Korenek
Sister Odilia Korenek,
President and CEO

By: Burt Pfiester
Burt Pfiester, President

APPROVED:

Joseph Rendon
Joseph Rendon,
Superintendent/Principal of
Blessed Sacrament Academy
Charter High School

EXISTING MASTER PLAN
For
BLESSED SACRAMENT ACADEMY
SAN ANTONIO, TEXAS



APPLICATION

ATTACHMENT T

- ❖ CURRENT YEAR CALENDAR
- ❖ DAILY SCHEDULE
- ❖ ATTENDANCE ACCOUNTING PROCEDURES

August 2000 - July 2001

Yearly Planner

APPLICATION

July 00						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

- 2 Staff Development
- 3 Staff Development
- 4 Staff Development
- 7 Students' first day/Semester One Begins

September

- 4 Labor Day Holiday

October

- 6 Semester One Ends
- 9 Staff Development/Student Holiday

- 10 Semester Two Begins

- 24 TAAS Writing

- 25 TAAS Math

- 26 TAAS Reading

November

- 10 Veterans Day Holiday
- 20 Thanksgiving Holidays Begin
- 24 Thanksgiving Holidays End

December

- 15 Semester Two Ends
- 18 Mid-Winter Holidays Begin

January

- 1 Mid-Winter Holidays End
- 2 Staff Development/Student Holiday
- 3 Semester Three Begins
- 15 Martin Luther King Holiday

February

- 20 TAAS Writing
- 21 TAAS Math
- 22 TAAS Reading

March

- 9 Semester Three Ends
- 12 Spring Break Holidays Begin
- 16 Spring Break Holidays End
- 19 Staff Development/Student Holiday

- 20 Semester Four Begins

April

- 13 Cesar Chavez Holiday
- 16 School Holiday
- 27 Battle of Flowers Holiday

May

- 29 Semester Four Ends
- 30 Staff Development

June

- 1 Baccalaureate Ceremony
- 2 Graduation Ceremony

Semester One Days: 44
 Semester Two Days: 43
 Semester Three Days: 47
 Semester Four Days: 48

Instructional Days: 180

Staff Development days: 7
 Bad Weather Days: 2

January 01						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 01						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March 01						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 01						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 01						
S	M	T	W	T	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 01						
S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

August 00						
S	M	T	W	T	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 00						
S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 00						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 00						
S	M	T	W	T	F	S
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 00						
S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

BSA CHARTER HIGH SCHOOL
2000-2001
DAILY SCHEDULE

APPLICATION

- ***Mondays*** • ***Tuesdays*** • ***Wednesdays***
 • ***Thursdays*** • ***Fridays***

8:30 a.m. - 8:45 a.m. Breakfast

8:55 a.m. Warning Bell

9:00 a.m. - 10:00 a.m. 1st Period

10:05 a.m. - 11:05 a.m. 2nd Period

11:05 a.m. - 11:40 a.m. L u n c h

11:45 p.m. - 12:45 p.m. 3rd Period

12:50 p.m. - 1:50 p.m. 4th Period

=====

Same as above except for: ****Wednesday***

10:50 a.m. - 11:05 a.m. Assembly

=====

Fridays

2:15 p.m. - 4:30 p.m. Staff meeting

Blessed Sacrament Academy Charter High School
015-801

Attendance

APPLICATION

Attendance Snapshot

The moment when official attendance is determined for all students. At the moment the snapshot is taken, a student is either present or absent.

Average Daily Attendance

Average daily attendance is based on the number of days of instruction in the school year. The aggregate days attendance is divided by the number of days of instruction to compute average daily attendance. ADA is used in the formula to distribute funding to Texas public school districts.

Full day students

All students who are attending a full day schedule periods 1, 2, 3, and 4, their attendance "snapshot" is 10:30 a.m. for ADA funding.

Half day students

1. a student who only attends 1st and 2nd period will need to be present at 10:30 a.m. for the "snapshot"
2. a student who only attends 2nd and 3rd period will need to be present at 12:15 p.m. for the "snapshot"
3. a student who only attends 3rd and 4th period will need to be present at 1:20 p.m. for the "snapshot"

Local Excuses

N-Parents note
Y-Attorney documentation
L-Military documentation
F-Funeral documentation
C-Court documentation
O-Probation documentation

APPLICATION

ATTACHMENT U

PUBLIC EDUCATION GRANT POLICY

Blessed Sacrament Academy Charter High School
015-801

Public Education Grants

Eligible Student

A student is eligible to receive a public education grant or to attend a school in another district chosen by the parent if the student is assigned to attend a public school campus:

1. At which 50 percent or more of the students did not perform satisfactorily on the TAAS in any two of the three preceding years; or
2. That was identified as low-performing at any time in the preceding three years.

APPLICATION

After a student has used a public education grant to attend a school in a district other than the district in which the student resides:

1. The student does not become eligible for the grant if the school on which the student's initial eligibility is based no longer meets the criteria described above;
and
2. The student becomes ineligible for the grant if the student is assigned to attend a school that does not meet the criteria described above.

Education Code 29.201,29.202

APPLICATION

ATTACHMENT V

BIOGRAPHICAL AFFIDAVIT FOR
GOVERNING BOARD OF THE SPONSORING ENTITY

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

APPLICATION

Full Name of Sponsoring Entity and Name of Proposed Charter School: Blessed Sacrament Academy; Blessed Sacrament Academy Charter High School

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

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

1. Full Name (Initials Not Acceptable): Irma Therese Heinsch
2. Have you ever had your name changed? Yes If yes, give reason for the change: Entered religious congregation - name now "Sister Mary Agnesine Heinsch."
 - b. Maiden Name (if female) Irma Therese Heinsch
 - c. Other names used at any time - as above, #2.
3. Social Security Number*: [REDACTED]
4. Date and Place of Birth: 1/9/30, San Antonio, Texas
5. Business Address: 1135 Mission Road, San Antonio, Texas 78210
Business Telephone: (210) 532-4731
6. List your residences for the last ten (10) years starting with your current address, giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1983 to present</u>	<u>1135 Mission Rd.</u>	<u>San Antonio, Tx.</u>	<u>78210</u>

7. Education: Dates, Names, Locations and Degrees

College Incarnate Word College, San Antonio, Texas; BA Degree,
8/12/73
Graduate Studies None
Others None

APPLICATION

8. List Membership in Professional Societies and Associations: None

9. Present or Proposed Position with the Proposed Charter School: None

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
1983	Blessed Sacrament Academy	1135 Mission Rd., S.A., Tex	1983 - in residence
1980-83	St. John the Evangelist Parish (School)	1025 Audubon	1984 - Treas. Bl. Sac. Academy, Tchr, 1st Gr.
		S.A., TX 78212	

11. Present employer may be contacted: ☒ Yes No (Circle One)

Former employers may be contacted: ☒ Yes No (Circle One)

12. a Have you ever been in a position which required a fidelity bond? yes ^{Bl. Sac. Acad. requires it as a matter of policy} If any claims were made on the bond, give details: None made

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No
If yes, give details: _____

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): None.

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? No If yes, give details: _____

16. Have you ever been adjudged bankrupt? No

209

APPLICATION

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No. If so, please furnish details: _____

Dated and signed this 19 day of October, 192000, at San Antonio, Texas

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Sister M. Agnesine Heinsch
(Signature of Affiant)

State of Texas
County of Bexar

Personally appeared before me the above named Sister M. Agnesine Heinsch personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 19 day of

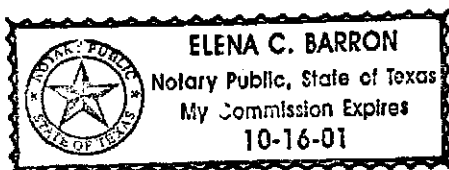
October

192000

[Signature]
(Notary Public)

My commission expires 10-16-01

(SEAL)



References for Sister M. Agnesine Heinsch:

Anita McCartney
835 Boulder Drive
Universal City, Tx 781489
Ph: 658-4494

APPLICATION

Dora Verde
Garza/Gonzalez & Associates
212 Stumberg, Ste. 208
San Antonio, texas 78204
Ph: 227-1389

John Woody
2807 Low Oak
San Antonio, texas 78232
Ph: 494-5684

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

APPLICATION

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
Blessed Sacrament Academy, Inc.
Blessed Sacrament Academy Charter School

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

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

1. Full Name (Initials Not Acceptable): Sister Mary RONALDA Peltier
2. Have you ever had your name changed? Yes If yes, give reason for the change: _____
When entering the religious community
- b. Maiden Name (if female) Phyllis Marie Peltier
- c. Other names used at any time _____
3. Social Security Number*: [REDACTED]
4. Date and Place of Birth: Dec. 30, 1931 Danbury, Texas, Brazoria County
5. Business Address: 1101 NE Water St., Victoria, Texas 77901-9298
Business Telephone: 361-575-2266
6. List your residences for the last ten (10) years starting with your current address, giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>8/15/89 - Present</u>	<u>1101 NE Water St., Victoria, Texas</u>	<u>77901-9298</u>	

7. Education: Dates, Names, Locations and Degrees

College 8/23/57 Victoria College, Victoria, Texas Associate of Arts
5/29/63 Incarnate Word College (University), San Antonio, Texas Bachelor of Science in Nursing
Graduate Studies
5/12/77 Texas Women University - 6 Hrs. :Special Problems in Nursing -
Others
6/67- 7/71 - St. Louis University, St. Louis, MO, Certificate in Hospital Executive Development
11/67 - University of Texas Industrial Education, Austin, TX ; 30 hrs. -Techniques of Instruction
11/68 - University of Texas Industrial Education, Austin, TX; 30 hrs.- Advanced Techniques Nursing
8/53 - 1st Class Elementary State Certificate Instruction

212

APPLICATION

8. List Membership in Professional Societies and Associations: _____

ANA, TNA, TAVNE, THA, AHA, CHA, Presently- NCEA, LCWR, NFC

9. Present or Proposed Position with the Proposed Charter School : _____

BSA Cooperate Board Member

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
1980 - 1982	Mercy Hospital,	Hwy. 97, Jourdanton, TX	Head Nurse-M/S
1982 - 1986	Mercy Hospital,	Hwy. 7, Jourdanton, TX	Director/Instructor, Licensed Voc School
1987 - 1989	Victoria College,	Victoria, TX	Gonzales Extension-Director/ Instructor-LVN School
1989 - 2000	Incarnate Word Convent,	Victoria, TX	Administration of Religious Order

11. Present employer may be contacted:
- Yes
- No (Circle One)

Former employers may be contacted: Yes No (Circle One)

12. a Have you ever been in a position which required a fidelity bond?
- No
- If any claims were made on the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No

If yes, give details: _____

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

9/5/63 RN - Texas State Board of Nurse Examiners8/13/53 Texas State 1st Class Elementary Teacher Certificate

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school?
- No
- If yes, give details: _____

16. Have you ever been adjudged bankrupt?
- No

APPLICATION

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No. If so, please furnish details: _____

Dated and signed this 12th day of October, 2000, at Incarinate Word Convent

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Sister M. RONALDA PELTIER
(Signature of Affiant)

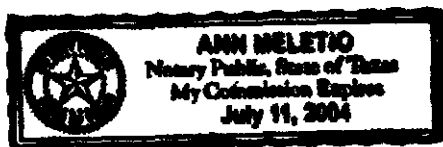
State of Texas
County of Victoria

Personally appeared before me the above named Sister M. RONALDA PELTIER personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 12th day of October, 2000

Ann Meletio
(Notary Public)
My commission expires 7-11-2004

(SEAL)



References:

Sister M. Ronalda Peltier

Mary Lee Scheel
Box 182
Jourdanton, Texas 78026

Ph. - 769-2149

APPLICATION

Laurie Koenig
1818 Mission Dr.
Victoria, Texas 77901

Ph. 361-573-3816

Willie Marie Kahlich
5972 US Hwy 87N
Cuero, Texas 77954-6115

Ph. 361-275-5543

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT APPLICATION
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
Blessed Sacrament Academy, Inc.
Blessed Sacrament Academy Charter High School

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

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

1. Full Name (Initials Not Acceptable): Sr. Odilia Korenek

2. Have you ever had your name changed? Yes If yes, give reason for the change: I joined a congregation of women religious. A name change was part of the entry ritual.

b. Maiden Name (if female) _____

c. Other names used at any time N/A

3. Social Security Number*: [REDACTED]

4. Date and Place of Birth: Nada, Texas 10/26/39

5. Business Address: 1135 Mission Road

Business Telephone: 210-532-4731

6. List your residences for the last ten (10) years starting with your current address, giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>Jan. 15, 1990-Nov. 1, 2000</u>	<u>1135 Mission Road</u>	<u>San Antonio, Texas</u>	<u>78210</u>

7. Education: Dates, Names, Locations and Degrees

College Incarnate Word College BA San Antonio, Texas 8/13/72

Gonzaga University MA Spokane, Washington 8/8/86

Graduate Studies

Presently engaged in pursuing a PhD from Kennedy Western University

Others Cheyenne, Wyoming distance learning

APPLICATION

8. List Membership in Professional Societies and Associations: _____

None at present

9. Present or Proposed Position with the Proposed Charter School : _____

Member of the High School Board

President of sponsoring entity.- BSA, Inc.

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
1990-2000	Blessed Sacrament Academy,	San Antonio, Texas	CEO & Development Director Supervisor & Evaluator of Programs
1986-89	Diocese of Victoria	Victoria, Texas	Adult Education & Broad-based Organizing
1984-85	Sacred Heart School	La Grange, Texas	Principal & Strategic Planner

11. Present employer may be contacted: (Yes) No (Circle One)

Former employers may be contacted: (Yes) No (Circle One)

1978-83 St. Leo School Principal
San Antonio, Texas

12. a Have you ever been in a position which required a fidelity bond? Yes If any claims were made on the bond, give details: _____

No claims made. Just subscribe as a matter of course of business.

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No

If yes, give details: _____

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

None

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? No If yes, give details: _____

16. Have you ever been adjudged bankrupt? No

APPLICATION

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No
If yes, give details: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No. If so, please furnish details: _____

Dated and signed this 13 day of October,
19 2000, at Victoria, Texas

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Sister Odilia Korenek
(Signature of Affiant)

State of Texas
County of Victoria

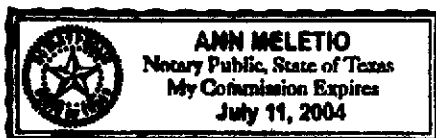
Personally appeared before me the above named Sister Odilia Korenek personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 13th day of
October, 19 2000

Ann Meletio
(Notary Public)

My commission expires 7-11-2004

(SEAL)



APPLICATION

Sr. Odilia Korenek
210-532-4731

References

Margie Peak
Litho Press
4334 Milling Road
San Antonio, Texas 78219
210-333-1711

Ruben Cantu
Akin, Gump, Strauss, Hauer, Feld, LLP
300 Convent Street, Suite 1500
San Antonio, Texas 7205
210-281-7017

Pam Ulosevich
East Central Independent School District
6634 Sulphur Spring Road
San Antonio, Texas 78263
210-648-7861

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

APPLICATION

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____

Blessed Sacrament Academy CorporationBlessed Sacrament Charter High School

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

IF ANSWER IS "NO" OR "NONE", SO STATE.1. Full Name (Initials Not Acceptable): Sister Mary Gregoria Berger2. Have you ever had your name changed? X If yes, give reason for the change: _____Religious profession of vowsb. Maiden Name (if female) Bergerc. Other names used at any time Elizabeth Anne Berger3. Social Security Number*: [REDACTED]4. Date and Place of Birth: April 7, 1943, Colorado County, Texas5. Business Address: 105 W. Church St., Victoria, TX 77901Business Telephone: 361-573-3661

6. List your residences for the last ten (10) years starting with your current address, giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1985-2000</u>	<u>105 W. Church St.</u>	<u>Victoria, TX</u>	<u>77901</u>

7. Education: Dates, Names, Locations and Degrees

College 1963-1972: Incarnate Word College, San Antonio; TX B.A.1965-1974: Our Lady of the Lake College, San Antonio, TX B.A.Graduate Studies 1986: University of Houston VictoriaOthers 1960-1964: Annunciation College Victoria1973-1974: Southwest Texas State Teachers College1972: San Antonio College1965: Loyola University

APPLICATION

8. List Membership in Professional Societies and Associations: National Catholic Education Association

9. Present or Proposed Position with the Proposed Charter School: Secretary - Blessed Sacrament Academy Corporate Board

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
1985-2000	Nazareth Academy	206 W. Convent St.	Business Manager
1984-1985	St. Michael's School	Cuero	Administrative Assistant
1871-1984	Our Lady of Victory School	Victoria Jr.	High Math teacher
1989-1995	Archdiocese of San Antonio	Member	Archdiocesan School Board

11. Present employer may be contacted: Yes No (Circle One)

Former employers may be contacted: Yes No (Circle One)

12. a Have you ever been in a position which required a fidelity bond? No If any claims were made on the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No
If yes, give details: _____

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): 7-5-75 TEA LIFE Teacher's Certificate- High school Math
7-5-75 TEA LIFE Teacher's Certificate - High school Biology
8-15-75 TEA LIFE Library Certification - All levels

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? No If yes, give details: _____

16. Have you ever been adjudged bankrupt? No

APPLICATION

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No. If so, please furnish details: _____

Dated and signed this 13th day of October, 19 2000, at Victoria, Texas

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Sister Gregoria Berger
(Signature of Affiant)

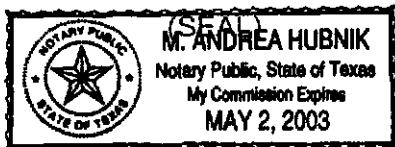
State of Texas
County of Victoria

Personally appeared before me the above named Sister M. Gregoria Berger personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 13th day of October, 19 2000

M. Andrea Hubnik
(Notary Public)

My commission expires 2003 (May 2)



APPLICATION

REFERENCES

Judy Garza
608 Champions Row
Victoria, TX 77904
(361) 573-5429

C.R. "Duke" Alicardi
108 Idylwood Place
Victoria, TX 77901
(361) 574-9226

James Neumann, M.D.
114 Creekside Drive
Victoria, TX 77904
(361) 576-3368

APPLICATION

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____

Blessed Sacrament Academy, Inc.
Blessed sacrament Academy Charter High School

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

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

1. Full Name (Initials Not Acceptable): Sister Evelyn Korenek
2. Have you ever had your name changed? Yes If yes, give reason for the change: From my birth name Caroline Ann Korenek to Sister Evelyn Korenek when I entered the religious life.
- b. Maiden Name (if female) Caroline Ann Korenek
- c. Other names used at any time _____
3. Social Security Number*: [REDACTED]
4. Date and Place of Birth: 8/05/48 El Campo, Texas
5. Business Address: 1101 N.E. Water St., Victoria, TX 77901
Business Telephone: 361-575-2266
6. List your residences for the last ten (10) years starting with your current address, giving:

DATES	ADDRESS	CITY AND STATE	ZIP CODE
June, 2000-	1101 N.E. Water St.	Victoria, TX	77901
Dec. 98-May 2000	9315 Bluebell	Garden Ridge, TX	78266
July 96-Dec. 98	16075 N. Evans	Selma, TX	78154-3824
June 93-June 96	310 Orth St.	Yoakum, TX	77995
August 92-May 93		Lacombe, LA	
1978-1992	206 W. Convent St.	Victoria, TX	77901

7. Education: Dates, Names, Locations and Degrees

College University of the Incarnate Word, San Antonio, TX. BA, August 13, 1972Graduate Studies SWTSU, San Marcos, TX M.Ed., 1985

Others _____

APPLICATION

8. List Membership in Professional Societies and Associations: NCEA, LCWR

9. Present or Proposed Position with the Proposed Charter School : Member of Blessed Sacrament Acadmy, Inc.

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
June, 2000 -	Incarnate Word Convent	1101 N.E. Water St., Victoria TX 77901	(Superior General)
1996-2000	Our Lady of Perpetual Help School,	16075 N. Evans, Selma TX	Principal
1993-1996	St. Joseph School,	310 Orth, Yoakum, TX	Principal
1978-1992	Nazareth Academy,	206 W. Convent St., Victoria TX	Principal

11. Present employer may be contacted: Yes No (Circle One)

Former employers may be contacted: Yes No (Circle One)

12. a Have you ever been in a position which required a fidelity bond? NO If any claims were made on the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? NO
If yes, give details: _____

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

9/1/72	Life Professional Elem. Teching Certificate
7/6/85	Life Professional Mid-Management Adm.

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? NO If yes, give details: _____

16. Have you ever been adjudged bankrupt? NO

APPLICATION

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No. If so, please furnish details: _____

Dated and signed this 12th day of October, 2000, at Incarinate, Ward County

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Sister M. Evelyn Korenek
(Signature of Affiant)

State of Texas
County of Victoria

Personally appeared before me the above named Sister M. Evelyn Korenek personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

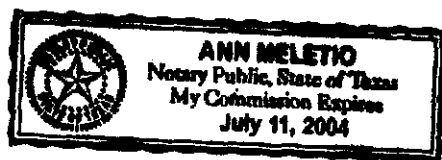
Subscribed and sworn to before me this 12th day of October, 2000

Ann Meletio

(Notary Public)

My commission expires 7-11-2004

(SEAL)



APPLICATION

REFERENCES FOR SISTER EVELYN KORENEK:

School Council President, St. Joseph School, Yoakum, TX
Darlene Renken
114 Raska Drive
Yoakum, TX 77995

1-361-293-7612 Home
1-361-293-5255 Work

School Council President, Our Lady of Perpetual Help School, Selma, TX
Jennifer M. Cernoch (Bailey)
5850 Creekway
San Antonio, TX 78247

1-210-650-4817 Office
1-210-650-646 Home

Assistant Principal, Our Lady of Perpetual Help School, Selma, TX
Mary Newquist
431 DeSoto
Universal City, TX 78148

1-210-945-9358 Home
1-210-651-6811 Work

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

APPLICATION

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
Blessed Sacrament Academy Inc.
Blessed Sacrament Academy Charter High School

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

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

1. Full Name (Initials Not Acceptable): Sister Leonita Barron
2. Have you ever had your name changed? yes If yes, give reason for the change:
I do have a religious name Sister Leonita by which I am known as in my work and ministry.
I was named by my parents Delphina Maria Barron
b. Maiden Name (if female) Barron
c. Other names used at any time none
3. Social Security Number*: [REDACTED]
4. Date and Place of Birth: Palacios, Tx December 17, 1944
5. Business Address: 1309 E. Mesquite Victoria, TX 77901
Business Telephone: 1-361-575-5391
6. List your residences for the last ten (10) years starting with your current address, giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1980 - 2000</u>	<u>1407 E. Mesquite</u>	<u>Victoria, TX</u>	<u>77901</u>

7. Education: Dates, Names, Locations and Degrees

College Incarnate Word College 1972 BA Elementary Education

Graduate Studies Southwest Texas State University 1986 Masters of Education

Others Our Lady of the Lake University attended 2 summers and aquired 9 hrs

APPLICATION

8. List Membership in Professional Societies and Associations: _____
National Catholic Educators Association
Association for Supervision and Curriculum Development

9. Present or Proposed Position with the Proposed Charter School : _____
I am a member of the Corporate Board

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
1980 - 2000	Our Lady of Victory	1309 E. Mesquite	Teacher/Principal
1976 - 1980	Sacred Heart School	313 S. Texana	Hallettsville, TX teacher
1969 - 1976	Nazareth Academy	105 West Church	Victoria, TX teacher

11. Present employer may be contacted: ☒ Yes No (Circle One)

Former employers may be contacted: ☒ Yes No (Circle One)

12. a Have you ever been in a position which required a fidelity bond? No If any claims were made on the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No
 If yes, give details: _____

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

Provisional Elementary Life (Grades 1-8) 8/01/73

Provisional Mid-Management Asministrator Life 7/06/86

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? No If yes, give details: _____

16. Have you ever been adjudged bankrupt? No

APPLICATION

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No. If so, please furnish details: _____

Dated and signed this 12th day of October, 19, 2000, at Incarnate Word Convent

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Sister Leonita Barron
(Signature of Affiant)

State of Texas
County of Victoria

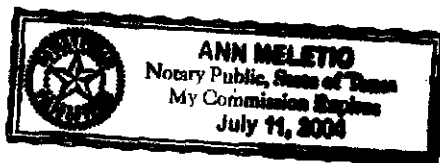
Personally appeared before me the above named Sister Leonita Barron personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 12th day of October, 19 2000

Ann Meletio
(Notary Public)

My commission expires 7-11-2004

(SEAL)



References

APPLICATION

President of the School Advisory Council

Name: Billy Macha
Home Address: 101 Summit View
Victoria, TX 77904
Phone: 1-361-572-9609

Work Place

Wells Fargo Bank
7107 N Navarro
Victoria, TX 77904
Phone: 361-574-5893

Past President of the Advisory Council

Name: Randy Bena
Home Address: 307 Kelly Dr.
Victoria, TX 77904
Phone: 1-361-576-1348

Work Place

Turner, Collie and Braden Inc.
2001 E. Sabine
Suite 209
Victoria, TX 77901
1-361-485-2421

Employer

Name: Father Michael Harrold
Address: 1309 E. Mesquite
Victoria, TX 77901
Phone: 1-361-575-4741

Our Lady of Victory School Financial Advisor

Name: Chris Krejci
Home Address: 304 Rosewood
Victoria, TX 77901
Phone: 1-361-575-2654

Work Place

Bumgardner, Morrison and Company, LLP
1501 E. Mockingbird Ln #300
Victoria, TX 77901
1-361-575-0271

APPLICATION

ATTACHMENT W
SPONSORING ENTITY PREAMBLE

ARTICLES OF INCORPORATION
APPLICATION
OF
BLESSED SACRAMENT ACADEMY

FILED
In the Office of the
Secretary of State of Texas

MAY 23 1975

James B. Chote
Deputy Director, Corporation Division

PREAMBLE

WE, THE UNDERSIGNED NATURAL PERSONS OF THE AGE OF TWENTY-ONE YEARS OR MORE, AT LEAST TWO OF WHOM ARE CITIZENS OF THE STATE OF TEXAS, ACTING AS INCORPORATORS OF A CORPORATION UNDER THE TEXAS NON-PROFIT CORPORATION ACT, DO HEREBY ADOPT THE FOLLOWING ARTICLES OF INCORPORATION FOR SUCH CORPORATION.

I.

NAME

The name of the corporation is Blessed Sacrament Academy.

II.

NON-PROFIT

The corporation is a non-profit corporation.

III.

DURATION

The period of the corporation's duration is perpetual.

IV.

PURPOSES

This corporation is formed by, and conducted under the auspices of, the Sisters of the Incarnate Word and Blessed Sacrament of the Archdiocese of San Antonio, Texas, a religious congregation of the Catholic Church, to extend the Congregation's religious apostolate of charitable services. More specifically the corporation is organized to own, lease, operate and improve schools and associated facilities and programs. The affairs of the corporation shall at all times be conducted in a manner consistent with the ethical principles of the Congregation.

V.

DISSOLUTION

Upon the dissolution or winding up of the corporation, after paying or adequately providing for the debts and obligations thereof, any remaining assets shall be distributed to a non-profit organization (selected by this corporation's Board of Directors) which is engaged in activities substantially similar to those of this corporation and which is then qualified as an exempt organization under Section 501(c)(3) of the Internal Revenue Code (1954), as amended, supplanted or revised, if amended, supplanted or revised.

VI.

APPLICATION

PROHIBITIONS

No part of the net earnings of the corporation shall inure to the benefit of any Member, Director or Officer of the corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes). No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of these Articles, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as they now exist or as they may hereafter be amended, or the laws of the State of Texas as they now exist or as they may hereafter be amended.

VII.

MEMBERS

The corporation shall have one or more classes of Members and one or more Members in each class. The designation of each class and the number, manner of selection, rights and qualifications of the Members of each class shall be prescribed from time to time by the bylaws. The bylaws may limit and/or expand the voting rights of Members otherwise prescribed by statute.

VIII.

REGISTERED OFFICE AND AGENT

APPLICATION

The street address of the initial registered office of the corporation is Suite 2500, Houston Natural Gas Building, 1200 Travis Street, Houston, Texas 77002, and the name of its initial registered agent at such address is Jack C. Wood.

IX.

DIRECTORS

The number of Directors constituting the initial Board of Directors of the corporation is six, and the names and addresses of the persons who shall serve as the initial Directors are:

Sister Patricia Kerwin	1135 Mission Rd. San Antonio, Tx.
Sister Mildred Truchard	1135 Mission Rd. San Antonio, Tx.
Sister Odilia Korenek	1135 Mission Rd. San Antonio, Tx.
Sister Scholastica Friesenhahn	1135 Mission Rd. San Antonio, Tx.
Sister Francis Boland	1135 Mission Rd. San Antonio, Tx.
Sister Joseph Gosse	1135 Mission Rd. San Antonio, Tx.

X.

INCORPORATORS

The name and address of each incorporator is:

Thomas ^{S.} Lucksinger	2500 Houston Natural Gas Building	Houston, Tx. 77002
Bill R. Bludworth	2500 Houston Natural Gas Building	Houston, Tx. 77002
J. D. Epstein	2500 Houston Natural Gas Building	Houston, Tx. 77002

IN WITNESS WHEREOF, we have hereunto set our hands, this 20th day of May, 1975.

Thomas S. Lucksinger
Thomas S. Lucksinger

Bill R. Bludworth
Bill R. Bludworth

J. D. Epstein
J. D. Epstein

STATE OF TEXAS

§

COUNTY OF HARRIS

§

I, Cynthia J. White, a Notary Public, do hereby certify that on this 20 th day of May, 1975, personally appeared before me, Thomas S. Lucksinger, Bill R. Bludworth, and J. D. Epstein, who each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Cynthia J. White
Notary Public in and for
Harris County, Texas

My Commission Expires:

APPLICATION

APPLICATION

BYLAWS

OF

BLESSED SACRAMENT ACADEMY

ARTICLE I

DEFINITIONS, PURPOSES AND POWERS

1.1 DEFINITIONS.

- (a) Board. The term "Board" shall mean the Board of Directors of the corporation.
- (b) School. The term "School" shall mean the educational facilities and any other instructional institutions operated by the corporation.
- (c) Members of the Board. The term "members of the Board" shall mean the voting Directors elected by the Corporate Member except where specific reference is made to ex officio members of the Board.

- 1.2 PURPOSES. This corporation is formed by, and conducted under the auspices of, the Sisters of the Incarnate Word and Blessed Sacrament of the Archdiocese of San Antonio, Texas, a religious Congregation of the Catholic Church, to extend the Congregation's religious apostolate of charitable services. The affairs of the corporation shall at all times be conducted in a manner consistent with the ethical and religious principles of the Congregation. The assets of the corporation shall be pledged by the corporation and any successor corporations in perpetuity to the relief of persons in financial need and to their assistance in obtaining the care they must have to prevent their becoming a burden on society. Specifically, the corporation is organized to own, lease, operate and improve schools and associated facilities and programs to promote learning and education. The corporation shall continue to be managed by its Board in a manner consistent with such purposes; and the Board shall neither take nor suffer any action which it deems inconsistent therewith.

- 1.3 POWERS. The corporation shall have and exercise such powers in furtherance of its purposes as are now or may hereafter be granted by the Non-Profit Corporation Act of the State of Texas.

APPLICATION

ARTICLE II

OFFICES

The corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent (whose office shall be identical with such registered office), and may have such other offices within or without the State of Texas as the Board may from time to time determine.

ARTICLE III

CORPORATE MEMBERSHIP

The corporation shall have one class of members only, which class shall consist of one member, designated as the "Corporate Member". The Corporate Member shall be the non-profit corporation organized and presently existing pursuant to the laws of the State of Texas under the name Sisters of the Incarnate Word and Blessed Sacrament of Victoria and any successor to such corporation resulting by merger, consolidation or change of name. If at any time the legal existence of the then Corporate Member shall terminate, the Board may elect a new Corporate Member.

ARTICLE IV

ACTION BY CORPORATE MEMBER

- 4.1 ELECTIONS AND APPOINTMENTS. Annually, during the month of December, the Corporate Member shall elect persons to fill such vacancies in the office of President and the membership of the Board as may exist. In addition, at such times as the Corporate Member may deem appropriate, it may appoint one or more persons as ex officio members of any body or committee of the corporation or of any organization operated in connection with the corporation.
- 4.2 OTHER ACTIONS BY CORPORATE MEMBER. The Corporate Member shall from time to time adopt and promulgate general policies and guidelines consistent with the purposes of this corporation and in furtherance of the

APPLICATION

total purposes and principles of the Congregation under whose auspices this corporation is operated. Upon request by the Board and at such other times as the Corporate Member may select, the Corporate Member shall review the affairs of the Corporation and take such action as it may deem appropriate in accordance with these bylaws. The matters set forth in this Section shall, after authorization by the Board, be submitted to the Corporate Member for approval. The "corporate limit" referred to in the following items shall be the sum of \$5,000.00 or such higher sums as may from time to time be authorized by action of the Corporate Member.

- (a) In August of each year a 5-year projected Long-Range Plan for the corporation and, thereafter, any substantial amendment to such Long-Range Plan;
- (b) In August of each year a three-year Capital Budget and an Operating Budget for the corporation's ensuing fiscal year and, thereafter, any action which will result in a substantial change in the expenditures or revenue forecast in either of such budgets;
- (c) Any creation or substantial amendment of a contract, lease or other agreement:
 - (1) which involves an obligation, or a potential obligation, on the part of the corporation in excess of the corporate limit, or
 - (2) which involves an affiliation by the corporation with one or more other entities in any joint enterprise, or
 - (3) which is in the nature of an agreement for insurance, or
 - (4) which does not by its own terms either automatically terminate within one year or give this corporation the absolute right of termination without cause upon less than 121 days notice;
- (d) Any purchase, lease or other acquisition of any asset at an aggregate price in excess of the corporate limit, except with respect to trans-

APPLICATION

actions specified and previously approved within the Capital Budget;

- (e) Any sale, lease, exchange, gift, mortgage, option or other disposition of:

- (1) any real property or interest therein owned by the corporation, or

- (2) any other asset owned by the corporation with a value in excess of the corporate limit, except with respect to transactions specified and previously approved within the Capital Budget;

- (f) Any release or cancellation by the corporation of a claim or right of action against the other party in an amount in excess of the corporate limit;

- (g) Any plan of construction or remodeling involving an expenditure in excess of the corporate limit, except with respect to transactions specified and previously approved within the Capital Budget;

- (h) Any making, retention or disposition of an investment by the corporation unless exempted by the Corporate Member;

- (i) Any borrowing by the corporation except borrowing from the Corporate Member;

- (j) Any loan made by the corporation to another party that would cause the aggregate of all loans made by the corporation then outstanding to exceed the corporate limit, except with respect to transactions specified and previously approved within the Capital Budget;

- (k) Any selection or removal of the corporation's:

- Independent Auditor, or
General Attorney;

- (l) Any substantial change in employee fringe benefits or personnel policies;

- (m) Any creation or substantial amendment of an organizational or policy document significantly

APPLICATION

affecting the operations of the corporation or of any auxiliary or associated entity;

- (n) Any application for a government grant;
- (o) Any general plan for the solicitation of charitable contributions;
- (p) Any report to a public or quasi-public agency or third party payor unless exempted by the Corporate Member;
- (q) Any amendment or restatement of the Articles of Incorporation or any plan of merger, consolidation or dissolution of the corporation;
- (r) Any action or inaction at variance with the policies of any health care system program promulgated by the Corporate Member; and
- (s) Any other matters as may be required by law to be submitted to the Corporate Member, or as to which the Board determines by resolution that submission is advisable.

- 4.3 MANNER OF ACTING. The Corporate Member shall act hereunder by executing and delivering to the President or the Secretary of the corporation a written instrument, signed by an officer or authorized agent of the Corporate Member, setting forth the action taken.

ARTICLE V

BOARD

- 5.1 GENERAL POWERS. All of the business and affairs of the corporation shall be managed by the Board; provided, however, that all matters specified in Section 4.2 of these bylaws shall be considered as authorized only after approval of the Corporate Member has also been received. The Board shall make appropriate delegations of authority to the Officers of the corporation and, to the extent permitted by law, by appropriate resolution the Board may authorize an Executive Committee and one or more other Board committees to act on its behalf when it is not in session.

- 5.2 NUMBER, ELECTION AND TENURE. The total number constituting the members of the Board, including the President, shall be six. Annually, during the month of December the Corporate Member shall elect members of the Board for terms commencing on the first day of January next following such election and continuing for two years and until their respective successors shall have been elected and qualified except as provided in Section 5.3 of these bylaws. The person elected President of the corporation shall automatically become a voting member of the Board for so long as she shall continue to hold the office of President.
- 5.3 STAGGERED TERMS. Members of the Board may be divided into two groups substantially equal in number with terms expiring at intervals of one year. To this end members of the Board may be elected for terms of less than two years.
- 5.4 EX OFFICIO MEMBERS OF THE BOARD. The Corporate Member or the Board may from time to time appoint one or more persons as ex officio members of the Board to hold office at the pleasure of the body making the appointment. Ex officio members of the Board should be afforded the privileges of the Board but shall not vote or be counted in determining the existence of a quorum.
- 5.5 REGULAR MEETINGS. A regular annual meeting of the Board shall be held in January of each year for the purpose of electing Officers and members of the Executive Committee and for the transaction of such other business as may come before the meeting. The Board shall provide by resolution for the holding of additional regular meetings at least quarterly. The Board may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings. If the Board does not prescribe the time and place for the holding of regular meetings, such regular meetings shall be held at the time and place specified by the President in the notice of each such regular meeting.
- 5.6 SPECIAL MEETINGS. Special meetings of the Board may be called by, or at the direction of, the Chairman of the Board, the President or a majority of the

APPLICATION

members of the Board then in office, to be held at such time and place as shall be designated in the notice of the meeting.

5.7 NOTICE. Except as provided in Section 5.5, notice of the time and place of any meeting of the Board shall be given in writing at least five days previously thereto. Any member of the Board may waive notice of any meeting. The attendance of a member of the Board at any meeting shall constitute a waiver of notice of such meeting, except where a member of the Board attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting unless required by statute.

5.8 QUORUM. A majority of the members of the Board then in office, but not less than three, shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the members of the Board are present at such meeting, a majority of the members of the Board present may adjourn the meeting from time to time without further notice.

5.9 MANNER OF ACTING.

(a) Formal Action by Board. The act of a majority of the members of the Board present at a meeting at which a quorum is present shall be the act of the Board.

(b) Informal Action by the Board. No action of the Board shall be valid unless taken at a meeting at which a quorum is present except that any action which may be taken at a meeting of the Board may be taken without a meeting if a consent in writing (setting forth the action so taken) shall be signed by each member of the Board entitled to vote.

5.10 RESIGNATIONS AND REMOVAL. Any member of the Board may resign from the Board at any time by giving written notice to the President or the Secretary

APPLICATION

of the corporation and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Members of the Board may be removed from office by the Corporate Member in its sole discretion. Ex officio members of the Board may be removed from office at any time by the agency appointing them in its sole discretion.

- 5.11 VACANCIES. Any vacancy occurring in the Board shall be filled by the Corporate Member.
- 5.12 COMPENSATION. Members of the Board as such shall not receive any stated salaries for their services, but by resolution of the Board a reasonable amount for services rendered and reimbursement for expenses incurred in attending to their authorized duties may be allowed; provided, however, that nothing herein contained shall be construed to preclude any members of the Board from serving the corporation in any other capacity and receiving compensation therefor.
- 5.13 PROCEDURE. The Board may adopt its own rules of procedure which shall not be inconsistent with these bylaws.

ARTICLE VI

EXECUTIVE COMMITTEE

AND ANY OTHER BOARD COMMITTEE

- 6.1 NUMBER AND ELECTION. The Board by resolution adopted by a majority of its members in office may create an Executive Committee. If an Executive Committee is created, its membership shall include the President and one or more additional members of the Board elected by the Board.
- 6.2 POWERS. The Executive Committee, when the Board is not in session, shall have and exercise all of the authority of the Board in the management of the corporation except as such authority is limited by statute or may be limited by the resolution creating the Executive Committee.
- 6.3 TENURE. Each member of the Executive Committee shall hold office until the next annual meeting of the Board following his election and until his successor as a member of the Executive Committee is elected, unless such member shall sooner resign or be removed.

APPLICATION

- 6.4 EX OFFICIO MEMBERS. The Corporate Member or the Board may from time to time appoint one or more persons as ex officio members of the Executive Committee to hold office at the pleasure of the body making the appointment. Ex officio members of the Executive Committee should be afforded the privileges of the Executive Committee but shall not vote or be counted in determining the existence of a quorum.
- 6.5 MEETINGS. Meetings of the Executive Committee may be called by, or at the direction of, the President or a majority of the voting members of the Executive Committee then in office, to be held at such time and place as shall be designated in the notice of the meeting.
- 6.6 NOTICE. Notice of the time and place of any meeting of the Executive Committee shall be given in writing at least three days previously thereto. Any member of the Executive Committee may waive notice of any meeting. The attendance of a member of the Executive Committee at any meeting shall constitute a waiver of notice of such meeting, except where a member of the Executive Committee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Executive Committee need be specified in the notice or waiver of notice of such meeting unless required by statute.
- 6.7 QUORUM. A majority of the voting members of the Executive Committee then in office shall constitute a quorum for the transaction of business at any meeting of the Executive Committee.
- 6.8 MANNER OF ACTING.
- (a) Formal Action by Executive Committee. The act of a majority of the Executive Committee present at a meeting at which a quorum is present shall be the act of the Executive Committee.
 - (b) Informal Action by Executive Committee. No action of the Executive Committee shall be valid unless taken at a meeting at which a quorum is present except that any action

which may be taken at a meeting of the Executive Committee may be taken without a meeting if a consent in writing (setting forth the action so taken) shall be signed by each member of the Executive Committee entitled to vote.

- 6.9 RESIGNATIONS AND REMOVAL. Any member of the Executive Committee may resign from the Executive Committee at any time by giving written notice to the President or Secretary of the corporation and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any member of the Executive Committee, except the President, may be removed at any time by resolution adopted by a majority of the members of the Board then in office. Ex officio members of the Executive Committee may be removed from office at any time by the agency appointing them in its sole discretion.
- 6.10 VACANCIES. Any vacancy occurring in the Executive Committee and any membership thereon to be filled by reason of an increase in the number of members of the Executive Committee shall be filled by a majority vote of the members of the Board then in office.
- 6.11 COMPENSATION. Members of the Executive Committee as such shall not receive any stated salaries for their services, but by resolution of the Board a reasonable amount for services rendered and reimbursement of expenses incurred in attending to their authorized duties may be allowed; provided, however, that nothing herein contained shall be construed to preclude any member of the Executive Committee from serving the corporation in any other capacity and receiving compensation therefor.
- 6.12 PROCEDURE. The President shall preside at meetings of the Executive Committee. The Executive Committee may adopt its own rules of procedure which shall not be inconsistent with these bylaws.
- 6.13 OTHER BOARD COMMITTEES. In addition to the Executive Committee provided in this Article, the Board may create from among its own voting membership one or more additional Board committees with authority to exercise a designated portion of the authority of the Board when the Board is not in session. If a

APPLICATION

Board committee is created, the Board shall, by resolution adopted by a majority of the members of the Board in office, designate the members of the Board who are to serve as the voting members thereof, the powers of the Board which the Board committee shall have and exercise and such other functions which the Board committee shall discharge. Unless otherwise provided by the Board, Board committees shall function in the manner specified for the Executive Committee in Sections 6.3 through 6.12.

ARTICLE VII

OFFICERS

- 7.1 OFFICERS. The Officers of the corporation shall be a Chairman of the Board, a Vice-Chairman of the Board, a President, a Vice-President, a Secretary and a Treasurer. The corporation may, at the discretion of the Board, have additional Officers including, without limitation, one or more additional Vice-Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers. Officers other than the Chairman of the Board, Vice-Chairman of the Board and President need not be members of the Board. One person may hold two or more offices except that one person may not hold both the offices of President and Secretary. The duties of certain offices are prescribed in the following Sections.
- 7.2 ELECTION AND TENURE. The President of the corporation shall be elected by the Corporate Member every year in the month of December to hold office for a term of one year (beginning on the first day of January next following his election or at such other time as the Corporate Member may specify) and until his successor is selected unless he shall sooner resign or be removed. All other Officers of the corporation shall be elected each year by the Board at its annual meeting. If the election of Officers shall not be held at such meeting, it shall be held as soon thereafter as conveniently may be. Each Officer elected by the Board shall hold office from the date of his election until the next annual meeting of the Board and until his successor shall have been elected unless he shall sooner resign or be removed.

APPLICATION

- 7.3 RESIGNATIONS AND REMOVAL. Any Officer may resign at any time by giving written notice to the President or the Secretary of the corporation, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The President may be removed from office only by action of the Corporate Member. Any Officer elected by the Board may be removed by the Board whenever in its judgment the best interests of the corporation would be served thereby.
- 7.4 VACANCIES. A vacancy in the office of President shall be filled by the Corporate Member. A vacancy in any other office may be filled by the Board for the unexpired portion of the term.
- 7.5 CHAIRMAN OF THE BOARD. The Chairman of the Board shall be selected from among the members of the Board of the corporation and shall be chairman of and preside at all meetings of the Board. The Chairman of the Board shall perform such other duties as may be assigned to him by the Board.
- 7.6 VICE-CHAIRMAN OF THE BOARD. The Vice-Chairman of the Board shall be selected from among the members of the Board and, in the absence of the Chairman, the Vice-Chairman shall perform the duties of the Chairman.
- 7.7 PRESIDENT. The President shall be the Chief Executive Officer of the corporation and have general overall supervision of all of the business and affairs of the corporation.

The President shall preside at all meetings of the Executive Committee, and, in the absence of both the Chairman of the Board and the Vice-Chairman of the Board, at all meetings of the Board. Unless a regular member, the President shall be an ex officio member of all committees of the corporation and of organizations associated with the corporation which may be from time to time elected or appointed. Without limiting the generality of the foregoing, the President and his designees shall be ex officio members of all committees of the Medical Staff and other organizations operating under the auspices of the corporation.

Subject to the approvals of the Corporate Member required by Section 4.2 of these bylaws, the President may sign, with the Secretary or any other Officer of the corporation authorized by the Board, any deeds,

APPLICATION

mortgages, bonds, contracts or other instruments which the Board has authorized to be executed except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these bylaws or by statute to some other Officer or agent of the corporation; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

7.8 [RESERVED]

7.9 VICE-PRESIDENTS. The Vice-Presidents shall perform such duties as may be assigned to them by the Board or the President. In the absence of the President, the Vice-Presidents (in order of their designation or, if no designation, in the order of their election) shall perform the duties of the President.

7.10 TREASURER. The Treasurer shall, subject to the direction of the President, have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipt for monies due and payable to the corporation from any source whatsoever; deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety as the Board shall determine.

7.11 SECRETARY. The Secretary shall, subject to the direction of the President, keep the minutes of the meetings of the Board, the Executive Committee and other Board Committees in one or more books provided for that purpose; assure that minutes of all meetings of other committees are prepared and filed with the records of the corporation; keep a record of actions by the Corporate Member; assure that all notices are given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the corporation; assure that the seal of the corporation is affixed to all documents, the execution of which on behalf

APPLICATION

of the corporation under its seal is authorized in accordance with the provisions of these bylaws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

- 7.12 ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. The Assistant Treasurer and the Assistant Secretaries shall perform such duties as shall be assigned to them respectively by the Treasurer or the Secretary or by the Board.
- 7.13 [RESERVED]
- 7.14 COMPENSATION. The compensation of the Officers shall be reasonable in amount for services rendered and shall be fixed by resolutions of the Board; but no such resolution alone shall create any contractual right to the continuation of such compensation for any period of time.

ARTICLE VIII

MISCELLANEOUS

- 8.1 CONTRACTS. Subject to the approvals required by Section 4.2 of these bylaws, the Board may authorize any Officer or agent of the corporation, in addition to the Officers so authorized by these bylaws, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.
- 8.2 CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such Officer or Officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President.

APPLICATION

- 8.3 DEPOSITS. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositaries as the Board may select.
- 8.4 GIFTS. The Board may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any specific purpose of the corporation.
- 8.5 BOOKS AND RECORDS. The corporation shall keep correct and complete books and records of account and shall also keep records of the actions of the Corporate Member, and the minutes of the proceedings of the Board, Executive Committee and other Board Committees. The books and records of account, and the records of the actions of the Corporate Member and minutes of proceedings of the Board, the Executive Committee and other Board Committees shall be open to inspection by the Corporate Member at any reasonable time and for any purpose reasonably related to its interest as the Corporate Member. Such inspection may be made by any Officer, agent or attorney of the Corporate Member and the right to make such inspection shall include the right to make extracts.
- 8.6 ANNUAL REPORT. The President, with the approval of the Board, shall cause an annual report to be submitted to the Corporate Member no later than 150 days after the close of each fiscal year of the corporation. Such Annual Report shall include, without limitation, the following identified elements.
- (a) The Organization Chart for the corporation's current fiscal year and a listing of those persons serving as members of the Board (regular and ex officio), members of the Executive Committee and other Board committees (regular and ex officio), Officers and members of management committees of the corporation;
 - (b) The Table of Personnel Categories for the corporation's current fiscal year;
 - (c) The Table of Contracts, Leases, Association Memberships and other Agreements for the corporation's current fiscal year;

APPLICATION

- (d) The audited financial statements for the corporation's immediately preceding fiscal year and the commentary report prepared by the auditors in conjunction therewith;
- (e) The previously approved Capital Budget and the Operating Budget for the corporation's current fiscal year; and
- (f) The previously approved current 5-year projected Long-Range Plan for the corporation.

8.7 FISCAL YEAR. The fiscal year of the corporation shall begin on the first day of September and end on the last day of August in each year unless otherwise determined by resolution of the Board with the approval of the Corporate Member.

8.8 SEAL. The Board may provide a corporate seal for use by the corporation.

8.9 WAIVER OF NOTICE. Whenever any notice is required to be given under the provisions of the Corporation Statutes or under the provisions of the Articles of Incorporation of the corporation or these bylaws, a waiver thereof in writing signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

8.10 LOANS TO OFFICERS AND BOARD MEMBERS PROHIBITED. No loans shall be made by the corporation to its Officers or members of the Board. The members of the Board of the corporation who vote for or assent to the making of a loan to an Officer or member of the Board of the corporation, and any Officer or member of the Board participating in the making of such loan, shall be jointly and severally liable to the corporation for the amount of such loan until the repayment thereof.

8.11 INDEMNIFICATION OF OFFICERS AND BOARD MEMBERS. The corporation shall indemnify any Officer or member of the Board or former Officer or member of the Board of the corporation for expenses and costs (including attorneys' fees) actually and necessarily incurred by him in connection with any claim asserted against

APPLICATION

him, by action in court or otherwise, by reason of his being or having been such Officer or member of the Board, except in relation to matters as to which he shall have been guilty of negligence or misconduct with respect to the matter in which indemnity is sought.

- 8.12 ADDITIONAL ORGANIZATIONS. Subject to the approvals required by Section 4.2 of these bylaws, the Board may authorize the formation of such auxiliary and associated organizations as would in the opinion of the Board assist in the fulfillment of the purposes of the corporation. The organizational documents of any auxiliary or associated organization so authorized shall be subject to approval of the Board. Such organization shall be subject to these bylaws and all authorizations, irrespective of their terms, shall be revocable at any time in the discretion of the Board.
- 8.13 RULES. The Board may adopt, amend or repeal rules (not inconsistent with these bylaws) for the management of the internal affairs of the corporation and the governance of its Officers, agents, committees, employees, teachers, students and visitors.
- 8.14 PROCEDURE MANUAL. The Corporate Member may adopt, amend and repeal a Procedure Manual containing provisions which are advisory only. This Procedure Manual may have a Local Supplement which may be adopted, amended and repealed by the Board. Failure to comply with provisions of such Procedure Manual or its Local Supplement will not, in itself, have any legal consequences with respect to actions taken by, or with respect to, the corporation.
- 8.15 VOTE BY PRESIDING OFFICER. The person acting as presiding officer at any meeting held pursuant to these bylaws shall, if a voting member, be entitled to vote on the same basis as if not acting as presiding officer.

ARTICLE IX

AMENDMENTS TO BYLAWS

These bylaws may be altered, amended or repealed and new bylaws may be adopted by, and only by, action of the Corporate Member.

APPLICATION

SECRETARY'S CERTIFICATE

THIS IS TO CERTIFY that the foregoing bylaws of BLESSED SACRAMENT ACADEMY have been duly adopted by the Corporate Member of said corporation by Certificate of Action of said Corporate Member effective as of May 23, 1975, 1976.

IN WITNESS WHEREOF, the undersigned, duly elected and acting Secretary of the corporation, has signed this Certificate as of the _____ day of _____, 1976.

Sister Odilia Korenuk
Secretary

HISTORY OF BYLAWS

The initial bylaws of BLESSED SACRAMENT ACADEMY were first adopted as of May 23, 1975, 1976.

Amendments made subsequent to _____, 1976, should be listed below:

AMENDMENTS

CHANGE
NUMBER

DATE OF ADOPTION
CORPORATE MEMBER

SECTIONS
AMENDED

APPLICATION

NOTICE OF INCORPORATION

Notice is hereby given that BLESSED SACRAMENT ACADEMY whose principal business office is 1135 Mission Road, San Antonio, Bexar County, Texas was incorporated on May 23, 1975, and the name of the corporate entity is BLESSED SACRAMENT ACADEMY.

DATED May 23, 1976.

BLESSED SACRAMENT ACADEMY

By Sister M. Fabricea Kewin
President

CERTIFICATE OF ACTION

APPLICATION

of the

CORPORATE MEMBER

of

BLESSED SACRAMENT ACADEMY

AUGUST 12, 1980

The undersigned being the Corporate Member of Blessed Sacrament Academy of San Antonio, a Texas non-profit corporation, hereby certifies that pursuant to Article IV of the Bylaws of said corporation, it has adopted the following resolution as the action of the Corporate Member of such corporation as of the date shown above:

1. Amendment of Bylaws.

RESOLVED, That Paragraph 5.2 of Article V of the Bylaws of Blessed Sacrament Academy of San Antonio is hereby amended to read as follows:

"NUMBER, ELECTION AND TENURE. The total number constituting the members of the Board, including the President, shall be six. Annually, during the month of August the Corporate Member shall elect members of the Board for terms commencing on the day of the annual meeting of September next following such election and continuing for two years and until their respective successors shall have been elected and qualified except as provided in Section 5.3 of these Bylaws. The person elected President of the corporation shall automatically become a voting member of the Board for so long as he shall continue to hold the office of President."

SISTERS OF THE INCARNATE WORD AND BLESSED SACRAMENT OF
VICTORIA

By

Sister M. Carmelita Casso, I.W.B.S.
Sister M. Carmelita Casso, I.W.B.S.
Secretary



The State of Texas

Secretary of State

APPLICATION

CERTIFICATE OF FILING
OF
ARTICLES OF INCORPORATION
FOR
BLESSED SACRAMENT ACADEMY
CHARTER NO. 361254

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT DUPLICATE ORIGINALS OF THE ATTACHED FOR THE
ABOVE, DULY SIGNED AND VERIFIED, HAVE BEEN RECEIVED IN THIS OFFICE
AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY
VIRTUE OF THE AUTHORITY VESTED IN HIM BY LAW, HEREBY ISSUES THIS
CERTIFICATE AND ATTACHES HERETO THE DUPLICATE ORIGINAL.

DATED MAY • 23, 1975



Mark W. White Jr.
Secretary of State

TMK

257

APPLICATION

ATTACHMENT X

BIOGRAPHICAL AFFIDAVIT FOR SCHOOL MANAGEMENT MEMBERS

APPLICATION

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____

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

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

1. Full Name (Initials Not Acceptable): JOSE GARCIA DE LARA

2. Have you ever had your name changed? Y If yes, give reason for the change: ADDED MY MATERNAL LAST NAME AS PER OUR CULTURE

b. Maiden Name (if female) NONE

c. Other names used at any time NONE

3. Social Security Number*: [REDACTED]

4. Date and Place of Birth: 5/19/40 SAN ANTONIO, TEXAS

5. Business Address: (210) 212-8161 1220 S. ALAMO, SAN ANTONIO, TX 78210
Business Telephone: " " "

6. List your residences for the last ten (10) years starting with your current address, giving:

DATES	ADDRESS	CITY AND STATE	ZIP CODE
10/20/00	311 WICKES	SAN ANTONIO, TX	78210

7. Education: Dates, Names, Locations and Degrees

College NONE

Graduate Studies NONE

Others TEXAS ARCHITECT - SELF EDUCATED

APPLICATION

8. List Membership in Professional Societies and Associations: _____

9. Present or Proposed Position with the Proposed Charter School: BOARD MEMBER

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
10/20/00	DELARA ARCHITECTS	1420 S. PLANO	PRESIDENT

11. Present employer may be contacted: ☒ Yes ☐ No (Circle One)

Former employers may be contacted: ☒ Yes ☐ No (Circle One)

12. a Have you ever been in a position which required a fidelity bond? NO If any claims were made on the bond, give details: NONE

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? NO

If yes, give details: NONE

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

TEXAS REGISTERED ARCHITECT #4278

14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? NO If yes, give details: NONE

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? NO If yes, give details: NONE

16. Have you ever been adjudged bankrupt? NO

APPLICATION

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? NO

If yes, give details: NONE

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? NO. If so, please furnish details: NONE

Dated and signed this 23 day of October, 192000, at SAN ANTONIO, TEXAS

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

* Jose Garcia De Lara
(Signature of Affiant)

State of TEXAS
County of BEXAR

Personally appeared before me the above named JOSE GARCIA DE LARA personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 23rd day of October, 192000

Teodora T. Gonzalez
(Notary Public)
My commission expires Sep. 30, 2004



APPLICATION

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

Full Name of Sponsoring Entity and Name of Proposed Charter School: Blessed Sacrament Academy Charter High School

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

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

1. Full Name (Initials Not Acceptable): Edith T. Cogde II
2. Have you ever had your name changed? No If yes, give reason for the change: N/A

b. Maiden Name (if female) Thompson

c. Other names used at any time None

3. Social Security Number*: [REDACTED]

4. Date and Place of Birth: Evanston, IL 3/30/68

5. Business Address: 4301 Broadway, CPO #291, San Antonio, TX
Business Telephone: 210-829-6027 78209

6. List your residences for the last ten (10) years starting with your current address, giving

DATES	ADDRESS	CITY AND STATE	ZIP CODE
4/97 - Present	3044 CR 4516	Hondo, TX	78861
10/96 - 4/97	205 Meadow Dr. #2	Castroville, TX	78009
6/94 - 10/96		Mineral Wells, TX	
4/90 - 6/94		Amarillo, TX	

7. Education: Dates, Names, Locations and Degrees

College: Baylor University 8/86-8/89 Waco, TX BBA
Sam Houston State Univ. Sumners 87-88 Huntsville, TX
Graduate Studies: None
Others: None

APPLICATION

- 8 List Membership in Professional Societies and Associations: American Institute of Certified Public Accountants, Texas Society of Certified Public Accountants (and San Antonio Chapter)
- 9 Present or Proposed Position with the Proposed Charter School: Secretary of Board

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
11/99 - Present	University of the Incarnate Word	San Antonio, TX	Comptrol
12/96 - 11/99	KPMG LLP	San Antonio, TX	Audit Manager
1995 - 12/96	Whitley Penn + Assoc	Ft. Worth, TX	Audit Superv. Soc
6/94 - 1995	Ryland C. Clay + Opitz	Ft. Worth, TX	Audit Senior
4/90 - 6/94	Doshier Pickens + Francis	Amarillo, TX	Audit Supervisor
9/89 - 4/90	Arthur Andersen + Co	Houston, TX	Audit Staff

11. Present employer may be contacted: Yes No (Circle One)

Former employers may be contacted: Yes No (Circle One)

12. a Have you ever been in a position which required a fidelity bond? yes - blanket bond If any claims were made on the bond, give details: None

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No

If yes, give details: N/A

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): Certified Public Accountant from Texas State Board of Public Accountancy issued March 1992

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? No If yes, give details: N/A

16. Have you ever been adjudged bankrupt? No

APPLICATION

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details: N/A

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No. If so, please furnish details: _____

Dated and signed this 19th day of October, 2000, at 9:40 am, San Antonio, TX

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

[Signature]
(Signature of Affiant)

State of Texas
County of Bexar

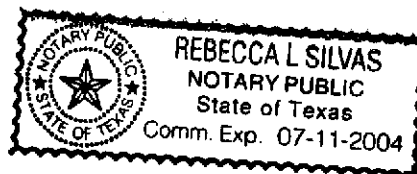
Personally appeared before me the above named Edith T Cogdell personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 19th day of October, 2000

(SEAL)

Rebecca L. Silvas
(Notary Public)

My commission expires 7-11-2004



TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

APPLICATION

Full Name of Sponsoring Entity and Name of Proposed Charter School: _____
Blessed Sacrament Academy Charter High School

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

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

1. Full Name (Initials Not Acceptable): Bert Alan Pfiester

2. Have you ever had your name changed? No If yes, give reason for the change: _____

b. Maiden Name (if female) _____

c. Other names used at any time _____

3. Social Security Number*: [REDACTED]

4. Date and Place of Birth: 08-21-57 Austin, TX

5. Business Address: 1010 N. St. Mary's, Room 1319, San Antonio, TX 78215

Business Telephone: 210-222-3076

6. List your residences for the last ten (10) years starting with your current address, giving:

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
<u>1990</u>	<u>144 E. French Pl.</u>	<u>San Antonio, TX</u>	<u>78212</u>

7. Education: Dates, Names, Locations and Degrees

College Upper Iowa University - BS - Management

Graduate Studies _____

Others _____

APPLICATION

8. List Membership in Professional Societies and Associations: _____
North San Antonio Chamber

9. Present or Proposed Position with the Proposed Charter School : _____
Chairman of Board

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
1975-Present	Southwestern Bell Telephone	1010 N. St. Mary's Room 1319	General Manager-External Affairs

11. Present employer may be contacted: Yes No (Circle One)

Former employers may be contacted: Yes No (Circle One)

12. a Have you ever been in a position which required a fidelity bond? No If any claims were made on the bond, give details: _____

b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? No
 If yes, give details: _____

13. List any professional, occupational or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): None

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

15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? No If yes, give details: _____

16. Have you ever been adjudged bankrupt? No

APPLICATION

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details: _____

18. Have you ever been an officer, director, trustee, investment committee member, key employee, or controlling stockholder of any business, which, while you occupied any such position or capacity with respect to it, became insolvent or was placed under supervision or in receivership, rehabilitation, liquidation or conservatorship? No

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? No. If so, please furnish details: _____

Dated and signed this 10th day of October, 19 2000, at _____

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

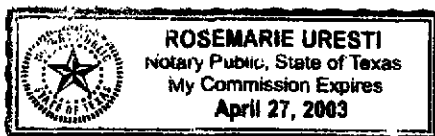
Bert A. Pfister
(Signature of Affiant)

State of Texas
County of Bexar

Personally appeared before me the above named Bert Alan Pfister personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 10th day of October, 19 2000

(SEAL)



Rosemarie Uresti
(Notary Public)
My commission expires April 27, 2003

SAN ANTONIO, TEXAS 78210-4595
(210) 532-4731
(210) 532-4789

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(Print or Type)

APPLICATION

Full Name of Sponsoring Entity and Name of Proposed Charter School: BLESSED SACRAMENT ACADEMY CHARTER High School.

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

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

1. Full Name (Initials Not Acceptable): ERWIN PAUL FUELLER
2. Have you ever had your name changed? NO If yes, give reason for the change: _____
- b. Maiden Name (if female) NA
- c. Other names used at any time ED
3. Social Security Number*: [REDACTED]
4. Date and Place of Birth: Aug. 18, 1954. Fort Sill, Oklahoma.
5. Business Address: 2800 Broadway San Antonio, TX. 78209
Business Telephone: (210) 828-1515
6. List your residences for the last ten (10) years starting with your current address, giving:

DATES	ADDRESS	CITY AND STATE	ZIP CODE
4-98 / present	22827 Citron Cir.	S.A. TX.	78258
9-90 / 4-98	13843 Clifton Woods	" "	78232
11-90 / 9-94	315 Tango	" "	78216

7. Education: Dates, Names, Locations and Degrees

College UNIVERSITY of Houston B.A. Communications.
Houston, TEXAS. MAY, 1978.

Graduate Studies _____

Others _____

APPLICATION

8. List Membership in Professional Societies and Associations: _____

9. Present or Proposed Position with the Proposed Charter School: BOARD MEMBER

10. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
10-93	WCCOMBES ENTERPRISES	SA: TX.	MANAGER, VP/GM.
10-92	PARK PONTIAC	SA: TX.	MANAGER
9-89	WCCOMBES ENTERPRISES	SA: TX.	MANAGER
2-86	CAMERA FORD	INDENTON, CO.	MANAGER
4-84	COURTESY FORD	INDENTON, CO.	SALES

11. Present employer may be contacted: ☒ Yes ☐ No (Circle One)Former employers may be contacted: ☒ Yes ☐ No (Circle One)12. a Have you ever been in a position which required a fidelity bond? NO If any claims were made on the bond, give details: N/A.b Have you ever been denied an individual or position schedule fidelity bond, or had a bond cancelled or revoked? NO.

If yes, give details: _____

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

14. During the last ten (10) years, have you ever been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such license held by you ever been suspended or revoked? NO If yes, give details: _____15. Will you or members of your immediate family be employed by (directly or through contract) or receive remuneration from the proposed charter school? NO If yes, give details: _____16. Have you ever been adjudged bankrupt? NO

APPLICATION

17. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging any felony, or charging a felony or misdemeanor involving moral turpitude, or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? NO.
If yes, give details: _____

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

19. Are you now, or have you been, within the past five years, a plaintiff or defendant in any lawsuit? NO. If so, please furnish details: _____

Dated and signed this 6 day of OCTOBER, 2000

19_____, at RED McCOMBS CHRYSLER JEEP

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

[Signature]
(Signature of Affiant)

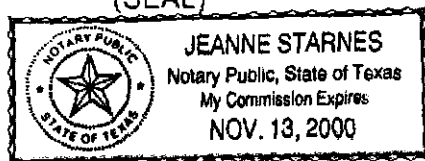
State of Texas
County of Brewer

Personally appeared before me the above named Ed Thieller
personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 9 day of Oct, 19 2000

[Signature]
(Notary Public)

My commission expires 11-13-2000



270

APPLICATION

Ed Flieller
References

Steve Cummings
Corporate Comptroller/ CPA
McCombs Enterprises
9000 Tesoro Drive, Suite 122
San Antonio, TX. 78217
210-821-5860

Herman Ford
Chief Operating Officer
Red McCombs Auto Dealerships
9000 Tesoro Drive, Suite 122
San Antonio, TX. 78217
210-821-5860

Gary Woods
President
McCombs Enterprises
9000 Tesoro Drive, Suite 122
San Antonio, TX. 78217
210-821-5860

APPLICATION

ATTACHMENT Y
BYLAWS OF SCHOOL MANAGEMENT BOARD

Blessed Sacrament Academy
Second Chance High School
1135 Mission Road
San Antonio, Texas 78210
T.I.N. 74-2792474
Attachment to Form 1023

BYLAWS

APPLICATION

OF

BLESSED SACRAMENT ACADEMY SECOND CHANCE HIGH SCHOOL

**ARTICLE I
NAME**

The name of the corporation (hereinafter referred to as the "Corporation") is Blessed Sacrament Academy Second Chance High School.

**ARTICLE II
OFFICE**

The principle business office of the Corporation shall be located at 1135 Mission Road, San Antonio, Texas 78210. The location of such principal office may be changed from time to time by the Directors of the Corporation.

**ARTICLE III
ACTIVITIES**

The Corporation's operations shall be confined to the purposes set forth in the Articles of Incorporation of the Corporation.

**ARTICLE IV
MEMBERS**

The Corporation shall not have members.

**ARTICLE V
BOARD OF DIRECTORS**

5.1 Governing Body. The Board of Directors of the Corporation shall constitute its governing body and shall have such powers and authority as shall be conferred upon the Directors by the Certificate of Incorporation, the Bylaws and the general law of the State of Texas.

5.2 Number and Qualifications of Directors. The Board of Directors of the Corporation shall consist of three (3) Directors, but the number of Directors may be increased or decreased from time to time by a majority of the Directors then serving as long as the number is not less than three (3). Each Director shall serve until his or her successor has been elected.

APPLICATION

5.3 Election of Directors. Vacancies on the Board of Directors shall be filled by the majority vote of Directors at any meeting at which a quorum is present.

5.5 Resignation and Removal. The Board of Directors may accept the resignation of any Director which is submitted in writing at any meeting of the Board. The Board of Directors may remove any Director from membership by majority vote.

ARTICLE VI
MEETINGS OF THE BOARD OF DIRECTORS

6.1 Number, Date and Place. The Corporation shall hold at least one (1) annual meetings of the Board of Directors in each calendar year. Special meetings of the Board of Directors may be called by the President or by at least a majority of the Directors then holding office. All meetings of the Board shall be held at the principal office of the Corporation at a time designated by the President unless otherwise directed by the Board of Directors and stated in the notice of meeting.

6.2 Notice. Notice of all meetings of the Board of Directors of the Corporation, stating the time and place of such meeting, shall be given by any officer of the Corporation by mailing the same to each Director at the address appearing on the records of the Corporation. Notice of regular or special meetings shall be given at least five (5) days prior to the date of the meeting. Notice of a special meeting to be held as a telephone meeting shall be given at least three (3) business days prior to the meeting. No notice need be given to any Director from whom a written waiver of notice has been received.

6.3 Quorum. A quorum of the Board of Directors shall be a majority of the Board of Directors.

6.4 Action Without a Meeting. Any action which must or may be taken at any annual or special meeting of the directors or committee members may be taken without a meeting, without prior notice and without a vote, if a consent or consents are signed by the number of directors or committee members whose vote would be necessary to take action at a meeting at which all such persons entitled to vote were present and voted. Each written consent must bear the date of signature of each person signing it. A consent signed by less than all of the directors or committee members is not effective to take the intended action unless consents, signed by the required number of persons, are delivered to the Corporation within 60 days after the date of the earliest dated consent is delivered to the Corporation. Delivery must be made by hand, or by certified or registered mail, return receipt requested. The delivery may be made to the corporation's registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent having custody of books in which the relevant proceedings are recorded. If the

APPLICATION

delivery is made to the Corporation's principal place of business, the consent must be addressed to the president or principal executive officer.

The Corporation will give prompt notice of the action taken to persons who do not sign consents. If the action taken requires documents to be filed with the secretary of state, the filed documents will indicate that the written consent procedures have been properly followed.

A telegram, telex, cablegram, or similar transmission by a director or committee member, or photographic, facsimile, or similar reproduction of a signed writing is to be regarded as being signed by the director or committee member.

6.5 Telephone Meeting. Subject to the provisions of these Bylaws for notice of meetings, members of the Board of Directors of the Corporation and members of any committee designated by the Board may participate in and hold a meeting of the members of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 6.5 shall constitute presence in person at such meeting, except for a person who participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VII OFFICERS

7.1 Officers. The officers of the Corporation shall be a President, Vice-President, Secretary and a Treasurer. The Board of Directors may also appoint such other officers and assistant officers as may be deemed necessary from time to time. Any person may hold more than one office provided that the duties thereof can be consistently performed by the same person, provided, however, that no one person shall at the same time hold the two offices of President and Vice President or the two offices of President and Secretary. Officers are not required to be members of the Board of Directors.

7.2 Election. The officers shall be elected by the Directors of the Corporation and shall hold office until their successors have been elected and have qualified.

7.3 Removal. Any officer may be removed at any time, with or without cause, by a majority of the Board of Directors at any meeting of the Board.

7.4 President. The President shall preside at all meetings of the Board of Directors of the Corporation and shall be the chief executive officer of the Corporation, performing all of the duties

APPLICATION

commonly incident to this office and such other duties as the Board of Directors shall designate from time to time.

7.5 Vice President. The Vice President, if any, shall be vested with all of the powers and shall perform all of the duties of the President in case of the absence or disability of the President, and shall have such other powers and perform such other duties as the Board of Directors shall designate from time to time.

7.6 Secretary. The Secretary shall keep accurate minutes of all meetings of the Board of Directors, shall perform all the duties commonly incident to this office and shall perform such other duties and have such other powers as the Board of Directors shall designate from time to time. In the absence of a separately appointed Treasurer, the Secretary shall also perform the duties commonly incident to the office of Treasurer.

7.7 Treasurer. The Treasurer shall keep or cause to be kept full and accurate records of all receipts and disbursements in the financial books of the corporation and shall perform such other duties concerning the collection, custody and disbursement of the funds and other property of the corporation as the Board of Directors may assign. The Treasurer shall render a full, written report of the financial condition of the Corporation to the Board of Directors at each annual meeting thereof. If required by the Directors, the Treasurer shall give to the corporation a bond in a sum determined by the Directors, conditioned on the faithful performance of the duties of Treasurer and for the restoration to the Corporation in case of the Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, or other property of any kind whatsoever belonging to the Corporation.

7.8 Vacancy. If any office shall become vacant by reason of death, resignation, removal or otherwise, the Board of Directors shall appoint a successor or successors.

7.9 Compensation. The officers of the Corporation shall perform the normal duties associated with their respective offices without compensation. Officers may be compensated for services rendered to the Corporation if, and only if, two-thirds (2/3) of all the Directors then holding office determine before such services are performed that the services are extraordinary in scope and also establish, before the services are performed, the amount to be paid to the officer for the full and proper performance of such services.

7.10 Delegation of Powers. In the event of the absence or disability of any officer of the Corporation, the Board of Directors may delegate the powers and duties of such officer for the time being to any other officer or officers.

**ARTICLE VIII
INDEMNIFICATION**

APPLICATION

The Corporation will indemnify each director of the Corporation to the maximum extent permitted by Section 2.22A of the Texas Non-Profit Corporation Act, as amended, or any successor statute.

**ARTICLE IX
AMENDMENTS**

These Bylaws may be amended at any meeting of the Board of Directors at which a quorum of the Board is present, by a majority vote of the Directors present, provided that notice of the proposed amendment or amendments shall have been given in the notice of such meeting. Notice of proposed amendments shall be given to the Directors at least ten (10) days prior to the meeting.

CERTIFICATION

I, Bert Pfiester, certify that the foregoing document constitutes the Bylaws of Blessed Sacrament Academy Second Chance High School, a Texas non-profit corporation, and were adopted pursuant a unanimous written consent in lieu of organizational meeting of the Board of Directors of Blessed Sacrament Academy under the provisions of Article 9.10 of the Texas Non-Profit Corporation Act.

Bert Pfiester
Bert Pfiester, Secretary

APPLICATION

May 8, 1999

BOARD OF DIRECTORS FOR BLESSED SACRAMENT ACADEMY, INC.

1135 Mission Road
San Antonio, TX 78210

APPLICATION

Date of Annual Meeting: September

Meetings: September, November, January, March, May

Board Membership: 6

President: Sister M. Odilia Korenek, IWBS

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Sister M. Stephana Marbach	Incarnte Word Convent 1101 N. E. Water Street Victoria, TX 77901 (512) 575-2266	2000
Sister M. Odilia Korenek	Blessed Sacrament Academy 1135 Mission Road San Antonio, TX 78210 (210) 532-4731	2000
Sister M. Emiliana Grafe	Incarnte Word Convent 1101 N. E. Water Street Victoria, TX 77901 (512) 575-2266	2000
Sister M. Agnesine Heinsch	Blessed Sacrament Academy 1135 Mission Road San Antonio, TX 78210 (210) 532-4731	2001
Sister M. Leonita Barron	Our Lady of Victory Convent 1407 E. Mesquite Lane Victoria, TX 77901 (512) 578-5454	2001
Sister M. Gregoria Berger	Nazareth Convent 105 West Church Street Victoria, TX 77901 (512) 573-3661	2001

Ex Officio Members:

Kathy Lozano	Blessed Sacrament Academy	2000
Joseph Rendon	1135 Mission Road San Antonio, TX 78210 (210) 532-4731	

CERTIFICATE OF ACTION
OF THE
CORPORATE MEMBER
OF
BLESSED SACRAMENT ACADEMY, INC.

May 8, 1999

APPLICATION

The undersigned, being the Corporate Member of Blessed Sacrament Academy, Inc., a Texas non-profit corporation, hereby certifies that, pursuant to Article IV of the Bylaws of said corporation, it has adopted the following resolution as the action of the Corporate Member of such corporation as of the date shown above:

1. Election of Directors.

RESOLVED, That the following named persons are hereby elected Directors of the corporation for terms beginning immediately on the day of the annual meeting of September next following such election and ending on the day set opposite their respective names unless sooner removed:

Name of Inductees

Term Expiration

Sister M. Agnesine Heinsch
Sister M. Leonita Barron
Sister M. Gregoria Berger

Day of Annual September Meeting, 2001
Day of Annual September Meeting, 2001
Day of Annual September Meeting, 2001

Members with Unexpired Terms

Sister M. Stephana Marbach
Sister M. Odilia Korenek
Sister M. Emiliana Grafe

Day of Annual September Meeting, 2000
Day of Annual September Meeting, 2000
Day of Annual September Meeting, 2000

2. Election of Ex Officio Members

RESOLVED, That Kathy Lozano and Joseph Rendon are hereby elected Ex Officio members to the corporation for a one-year term expiring on the date of the annual September meeting in 2000 or unless sooner removed.

3. Election of President

RESOLVED, That Sister M. Odilia Korenek is hereby elected President of the Corporation for a one-year term expiring on the date of the annual September meeting in 2000 and until her successor is elected unless sooner removed.

SISTERS OF THE INCARNATE WORD AND BLESSED SACRAMENT

By

Sister M. Andrea Hubnik, IWB
Sister M. Andrea Hubnik, IWBS, Secretary

BYLAWS
OF
APPLICATION
BLESSED SACRAMENT ACADEMY

ARTICLE I

DEFINITIONS, PURPOSES AND POWERS

1.1 DEFINITIONS.

- (a) Board. The term "Board" shall mean the Board of Directors of the corporation.
- (b) School. The term "School" shall mean the educational facilities and any other instructional institutions operated by the corporation.
- (c) Members of the Board. The term "members of the Board" shall mean the voting Directors elected by the Corporate Member except where specific reference is made to ex officio members of the Board.

- 1.2 PURPOSES. This corporation is formed by, and conducted under the auspices of, the Sisters of the Incarnate Word and Blessed Sacrament of the Archdiocese of San Antonio, Texas, a religious Congregation of the Catholic Church, to extend the Congregation's religious apostolate of charitable services. The affairs of the corporation shall at all times be conducted in a manner consistent with the ethical and religious principles of the Congregation. The assets of the corporation shall be pledged by the corporation and any successor corporations in perpetuity to the relief of persons in financial need and to their assistance in obtaining the care they must have to prevent their becoming a burden on society. Specifically, the corporation is organized to own, lease, operate and improve schools and associated facilities and programs to promote learning and education. The corporation shall continue to be managed by its Board in a manner consistent with such purposes; and the Board shall neither take nor suffer any action which it deems inconsistent therewith.

APPLICATION

- 1.3 POWERS. The corporation shall have and exercise such powers in furtherance of its purposes as are now or may hereafter be granted by the Non-Profit Corporation Act of the State of Texas.

ARTICLE II

OFFICES

The corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent (whose office shall be identical with such registered office), and may have such other offices within or without the State of Texas as the Board may from time to time determine.

ARTICLE III

CORPORATE MEMBERSHIP

The corporation shall have one class of members only, which class shall consist of one member, designated as the "Corporate Member". The Corporate Member shall be the non-profit corporation organized and presently existing pursuant to the laws of the State of Texas under the name Sisters of the Incarnate Word and Blessed Sacrament of Victoria and any successor to such corporation resulting by merger, consolidation or change of name. If at any time the legal existence of the then Corporate Member shall terminate, the Board may elect a new Corporate Member.

ARTICLE IV

ACTION BY CORPORATE MEMBER

- 4.1 ELECTIONS AND APPOINTMENTS. Annually, during the month of December, the Corporate Member shall elect persons to fill such vacancies in the office of President and the membership of the Board as may exist. In addition, at such times as the Corporate Member may deem appropriate, it may appoint one or more persons as ex officio members of any body or committee of the corporation or of any organization operated in connection with the corporation.
- 4.2 OTHER ACTIONS BY CORPORATE MEMBER. The Corporate Member shall from time to time adopt and promulgate general policies and guidelines consistent with the purposes of this corporation and in furtherance of the

APPLICATION

total purposes and principles of the Congregation under whose auspices this corporation is operated. Upon request by the Board and at such other times as the Corporate Member may select, the Corporate Member shall review the affairs of the Corporation and take such action as it may deem appropriate in accordance with these bylaws. The matters set forth in this Section shall, after authorization by the Board, be submitted to the Corporate Member for approval. The "corporate limit" referred to in the following items shall be the sum of \$5,000.00 or such higher sums as may from time to time be authorized by action of the Corporate Member.

- (a) In August of each year a 5-year projected Long-Range Plan for the corporation and, thereafter, any substantial amendment to such Long-Range Plan;
- (b) In August of each year a three-year Capital Budget and an Operating Budget for the corporation's ensuing fiscal year and, thereafter, any action which will result in a substantial change in the expenditures or revenue forecast in either of such budgets;
- (c) Any creation or substantial amendment of a contract, lease or other agreement:
 - (1) which involves an obligation, or a potential obligation, on the part of the corporation in excess of the corporate limit, or
 - (2) which involves an affiliation by the corporation with one or more other entities in any joint enterprise, or
 - (3) which is in the nature of an agreement for insurance, or
 - (4) which does not by its own terms either automatically terminate within one year or give this corporation the absolute right of termination without cause upon less than 121 days notice;
- (d) Any purchase, lease or other acquisition of any asset at an aggregate price in excess of the corporate limit, except with respect to trans-

APPLICATION

actions specified and previously approved within the Capital Budget;

- (e) Any sale, lease, exchange, gift, mortgage, option or other disposition of:
 - (1) any real property or interest therein owned by the corporation, or
 - (2) any other asset owned by the corporation with a value in excess of the corporate limit, except with respect to transactions specified and previously approved within the Capital Budget;
- (f) Any release or cancellation by the corporation of a claim or right of action against the other party in an amount in excess of the corporate limit;
- (g) Any plan of construction or remodeling involving an expenditure in excess of the corporate limit, except with respect to transactions specified and previously approved within the Capital Budget;
- (h) Any making, retention or disposition of an investment by the corporation unless exempted by the Corporate Member;
- (i) Any borrowing by the corporation except borrowing from the Corporate Member;
- (j) Any loan made by the corporation to another party that would cause the aggregate of all loans made by the corporation then outstanding to exceed the corporate limit, except with respect to transactions specified and previously approved within the Capital Budget;
- (k) Any selection or removal of the corporation's:
 - Independent Auditor, or
 - General Attorney;
- (l) Any substantial change in employee fringe benefits or personnel policies;
- (m) Any creation or substantial amendment of an organizational or policy document significantly

APPLICATION

affecting the operations of the corporation or of any auxiliary or associated entity;

- (n) Any application for a government grant;
- (o) Any general plan for the solicitation of charitable contributions;
- (p) Any report to a public or quasi-public agency or third party payor unless exempted by the Corporate Member;
- (q) Any amendment or restatement of the Articles of Incorporation or any plan of merger, consolidation or dissolution of the corporation;
- (r) Any action or inaction at variance with the policies of any health care system program promulgated by the Corporate Member; and
- (s) Any other matters as may be required by law to be submitted to the Corporate Member, or as to which the Board determines by resolution that submission is advisable.

- 4.3 MANNER OF ACTING. The Corporate Member shall act hereunder by executing and delivering to the President or the Secretary of the corporation a written instrument, signed by an officer or authorized agent of the Corporate Member, setting forth the action taken.

ARTICLE V

BOARD

- 5.1 GENERAL POWERS. All of the business and affairs of the corporation shall be managed by the Board; provided, however, that all matters specified in Section 4.2 of these bylaws shall be considered as authorized only after approval of the Corporate Member has also been received. The Board shall make appropriate delegations of authority to the Officers of the corporation and, to the extent permitted by law, by appropriate resolution the Board may authorize an Executive Committee and one or more other Board committees to act on its behalf when it is not in session.

APPLICATION

- 5.2 NUMBER, ELECTION AND TENURE. The total number constituting the members of the Board, including the President, shall be six. Annually, during the month of December the Corporate Member shall elect members of the Board for terms commencing on the first day of January next following such election and continuing for two years and until their respective successors shall have been elected and qualified except as provided in Section 5.3 of these bylaws. The person elected President of the corporation shall automatically become a voting member of the Board for so long as she shall continue to hold the office of President.
- 5.3 STAGGERED TERMS. Members of the Board may be divided into two groups substantially equal in number with terms expiring at intervals of one year. To this end members of the Board may be elected for terms of less than two years.
- 5.4 EX OFFICIO MEMBERS OF THE BOARD. The Corporate Member or the Board may from time to time appoint one or more persons as ex officio members of the Board to hold office at the pleasure of the body making the appointment. Ex officio members of the Board should be afforded the privileges of the Board but shall not vote or be counted in determining the existence of a quorum.
- 5.5 REGULAR MEETINGS. A regular annual meeting of the Board shall be held in January of each year for the purpose of electing Officers and members of the Executive Committee and for the transaction of such other business as may come before the meeting. The Board shall provide by resolution for the holding of additional regular meetings at least quarterly. The Board may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings. If the Board does not prescribe the time and place for the holding of regular meetings, such regular meetings shall be held at the time and place specified by the President in the notice of each such regular meeting.
- 5.6 SPECIAL MEETINGS. Special meetings of the Board may be called by, or at the direction of, the Chairman of the Board, the President or a majority of the

APPLICATION

members of the Board then in office, to be held at such time and place as shall be designated in the notice of the meeting.

5.7 NOTICE. Except as provided in Section 5.5, notice of the time and place of any meeting of the Board shall be given in writing at least five days previously thereto. Any member of the Board may waive notice of any meeting. The attendance of a member of the Board at any meeting shall constitute a waiver of notice of such meeting, except where a member of the Board attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting unless required by statute.

5.8 QUORUM. A majority of the members of the Board then in office, but not less than three, shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the members of the Board are present at such meeting, a majority of the members of the Board present may adjourn the meeting from time to time without further notice.

5.9 MANNER OF ACTING.

(a) Formal Action by Board. The act of a majority of the members of the Board present at a meeting at which a quorum is present shall be the act of the Board.

(b) Informal Action by the Board. No action of the Board shall be valid unless taken at a meeting at which a quorum is present except that any action which may be taken at a meeting of the Board may be taken without a meeting if a consent in writing (setting forth the action so taken) shall be signed by each member of the Board entitled to vote.

5.10 RESIGNATIONS AND REMOVAL. Any member of the Board may resign from the Board at any time by giving written notice to the President or the Secretary

APPLICATION

of the corporation and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Members of the Board may be removed from office by the Corporate Member in its sole discretion. Ex officio members of the Board may be removed from office at any time by the agency appointing them in its sole discretion.

- 5.11 VACANCIES. Any vacancy occurring in the Board shall be filled by the Corporate Member.
- 5.12 COMPENSATION. Members of the Board as such shall not receive any stated salaries for their services, but by resolution of the Board a reasonable amount for services rendered and reimbursement for expenses incurred in attending to their authorized duties may be allowed; provided, however, that nothing herein contained shall be construed to preclude any members of the Board from serving the corporation in any other capacity and receiving compensation therefor.
- 5.13 PROCEDURE. The Board may adopt its own rules of procedure which shall not be inconsistent with these bylaws.

ARTICLE VI

EXECUTIVE COMMITTEE

AND ANY OTHER BOARD COMMITTEE

- 6.1 NUMBER AND ELECTION. The Board by resolution adopted by a majority of its members in office may create an Executive Committee. If an Executive Committee is created, its membership shall include the President and one or more additional members of the Board elected by the Board.
- 6.2 POWERS. The Executive Committee, when the Board is not in session, shall have and exercise all of the authority of the Board in the management of the corporation except as such authority is limited by statute or may be limited by the resolution creating the Executive Committee.
- 6.3 TENURE. Each member of the Executive Committee shall hold office until the next annual meeting of the Board following his election and until his successor as a member of the Executive Committee is elected, unless such member shall sooner resign or be removed.

APPLICATION

- 6.4 EX OFFICIO MEMBERS. The Corporate Member or the Board may from time to time appoint one or more persons as ex officio members of the Executive Committee to hold office at the pleasure of the body making the appointment. Ex officio members of the Executive Committee should be afforded the privileges of the Executive Committee but shall not vote or be counted in determining the existence of a quorum.
- 6.5 MEETINGS. Meetings of the Executive Committee may be called by, or at the direction of, the President or a majority of the voting members of the Executive Committee then in office, to be held at such time and place as shall be designated in the notice of the meeting.
- 6.6 NOTICE. Notice of the time and place of any meeting of the Executive Committee shall be given in writing at least three days previously thereto. Any member of the Executive Committee may waive notice of any meeting. The attendance of a member of the Executive Committee at any meeting shall constitute a waiver of notice of such meeting, except where a member of the Executive Committee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Executive Committee need be specified in the notice or waiver of notice of such meeting unless required by statute.
- 6.7 QUORUM. A majority of the voting members of the Executive Committee then in office shall constitute a quorum for the transaction of business at any meeting of the Executive Committee.
- 6.8 MANNER OF ACTING.
- (a) Formal Action by Executive Committee. The act of a majority of the Executive Committee present at a meeting at which a quorum is present shall be the act of the Executive Committee.
 - (b) Informal Action by Executive Committee. No action of the Executive Committee shall be valid unless taken at a meeting at which a quorum is present except that any action

APPLICATION

which may be taken at a meeting of the Executive Committee may be taken without a meeting if a consent in writing (setting forth the action so taken) shall be signed by each member of the Executive Committee entitled to vote.

- 6.9 RESIGNATIONS AND REMOVAL. Any member of the Executive Committee may resign from the Executive Committee at any time by giving written notice to the President or Secretary of the corporation and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any member of the Executive Committee, except the President, may be removed at any time by resolution adopted by a majority of the members of the Board then in office. Ex officio members of the Executive Committee may be removed from office at any time by the agency appointing them in its sole discretion.
- 6.10 VACANCIES. Any vacancy occurring in the Executive Committee and any membership thereon to be filled by reason of an increase in the number of members of the Executive Committee shall be filled by a majority vote of the members of the Board then in office.
- 6.11 COMPENSATION. Members of the Executive Committee as such shall not receive any stated salaries for their services, but by resolution of the Board a reasonable amount for services rendered and reimbursement of expenses incurred in attending to their authorized duties may be allowed; provided, however, that nothing herein contained shall be construed to preclude any member of the Executive Committee from serving the corporation in any other capacity and receiving compensation therefor.
- 6.12 PROCEDURE. The President shall preside at meetings of the Executive Committee. The Executive Committee may adopt its own rules of procedure which shall not be inconsistent with these bylaws.
- 6.13 OTHER BOARD COMMITTEES. In addition to the Executive Committee provided in this Article, the Board may create from among its own voting membership one or more additional Board committees with authority to exercise a designated portion of the authority of the Board when the Board is not in session. If a

APPLICATION

Board committee is created, the Board shall, by resolution adopted by a majority of the members of the Board in office, designate the members of the Board who are to serve as the voting members thereof, the powers of the Board which the Board committee shall have and exercise and such other functions which the Board committee shall discharge. Unless otherwise provided by the Board, Board committees shall function in the manner specified for the Executive Committee in Sections 6.3 through 6.12.

ARTICLE VII

OFFICERS

- 7.1 OFFICERS. The Officers of the corporation shall be a Chairman of the Board, a Vice-Chairman of the Board, a President, a Vice-President, a Secretary and a Treasurer. The corporation may, at the discretion of the Board, have additional Officers including, without limitation, one or more additional Vice-Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers. Officers other than the Chairman of the Board, Vice-Chairman of the Board and President need not be members of the Board. One person may hold two or more offices except that one person may not hold both the offices of President and Secretary. The duties of certain offices are prescribed in the following Sections.
- 7.2 ELECTION AND TENURE. The President of the corporation shall be elected by the Corporate Member every year in the month of December to hold office for a term of one year (beginning on the first day of January next following his election or at such other time as the Corporate Member may specify) and until his successor is selected unless he shall sooner resign or be removed. All other Officers of the corporation shall be elected each year by the Board at its annual meeting. If the election of Officers shall not be held at such meeting, it shall be held as soon thereafter as conveniently may be. Each Officer elected by the Board shall hold office from the date of his election until the next annual meeting of the Board and until his successor shall have been elected unless he shall sooner resign or be removed.

APPLICATION

- 7.3 RESIGNATIONS AND REMOVAL. Any Officer may resign at any time by giving written notice to the President or the Secretary of the corporation, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The President may be removed from office only by action of the Corporate Member. Any Officer elected by the Board may be removed by the Board whenever in its judgment the best interests of the corporation would be served thereby.
- 7.4 VACANCIES. A vacancy in the office of President shall be filled by the Corporate Member. A vacancy in any other office may be filled by the Board for the unexpired portion of the term.
- 7.5 CHAIRMAN OF THE BOARD. The Chairman of the Board shall be selected from among the members of the Board of the corporation and shall be chairman of and preside at all meetings of the Board. The Chairman of the Board shall perform such other duties as may be assigned to him by the Board.
- 7.6 VICE-CHAIRMAN OF THE BOARD. The Vice-Chairman of the Board shall be selected from among the members of the Board and, in the absence of the Chairman, the Vice-Chairman shall perform the duties of the Chairman.
- 7.7 PRESIDENT. The President shall be the Chief Executive Officer of the corporation and have general overall supervision of all of the business and affairs of the corporation.

The President shall preside at all meetings of the Executive Committee, and, in the absence of both the Chairman of the Board and the Vice-Chairman of the Board, at all meetings of the Board. Unless a regular member, the President shall be an ex officio member of all committees of the corporation and of organizations associated with the corporation which may be from time to time elected or appointed. Without limiting the generality of the foregoing, the President and his designees shall be ex officio members of all committees of the Medical Staff and other organizations operating under the auspices of the corporation.

Subject to the approvals of the Corporate Member required by Section 4.2 of these bylaws, the President may sign, with the Secretary or any other Officer of the corporation authorized by the Board, any deeds,

APPLICATION

mortgages, bonds, contracts or other instruments which the Board has authorized to be executed except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these bylaws or by statute to some other Officer or agent of the corporation; and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

7.8 [RESERVED]

7.9 VICE-PRESIDENTS. The Vice-Presidents shall perform such duties as may be assigned to them by the Board or the President. In the absence of the President, the Vice-Presidents (in order of their designation or, if no designation, in the order of their election) shall perform the duties of the President.

7.10 TREASURER. The Treasurer shall, subject to the direction of the President, have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipt for monies due and payable to the corporation from any source whatsoever; deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety as the Board shall determine.

7.11 SECRETARY. The Secretary shall, subject to the direction of the President, keep the minutes of the meetings of the Board, the Executive Committee and other Board Committees in one or more books provided for that purpose; assure that minutes of all meetings of other committees are prepared and filed with the records of the corporation; keep a record of actions by the Corporate Member; assure that all notices are given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the corporation; assure that the seal of the corporation is affixed to all documents, the execution of which on behalf

APPLICATION

of the corporation under its seal is authorized in accordance with the provisions of these bylaws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

- 7.12 ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. The Assistant Treasurer and the Assistant Secretaries shall perform such duties as shall be assigned to them respectively by the Treasurer or the Secretary or by the Board.
- 7.13 [RESERVED]
- 7.14 COMPENSATION. The compensation of the Officers shall be reasonable in amount for services rendered and shall be fixed by resolutions of the Board; but no such resolution alone shall create any contractual right to the continuation of such compensation for any period of time.

ARTICLE VIII

MISCELLANEOUS

- 8.1 CONTRACTS. Subject to the approvals required by Section 4.2 of these bylaws, the Board may authorize any Officer or agent of the corporation, in addition to the Officers so authorized by these bylaws, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.
- 8.2 CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such Officer or Officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President.

APPLICATION

- 8.3 DEPOSITS. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositaries as the Board may select.
- 8.4 GIFTS. The Board may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any specific purpose of the corporation.
- 8.5 BOOKS AND RECORDS. The corporation shall keep correct and complete books and records of account and shall also keep records of the actions of the Corporate Member, and the minutes of the proceedings of the Board, Executive Committee and other Board Committees. The books and records of account, and the records of the actions of the Corporate Member and minutes of proceedings of the Board, the Executive Committee and other Board Committees shall be open to inspection by the Corporate Member at any reasonable time and for any purpose reasonably related to its interest as the Corporate Member. Such inspection may be made by any Officer, agent or attorney of the Corporate Member and the right to make such inspection shall include the right to make extracts.
- 8.6 ANNUAL REPORT. The President, with the approval of the Board, shall cause an annual report to be submitted to the Corporate Member no later than 150 days after the close of each fiscal year of the corporation. Such Annual Report shall include, without limitation, the following identified elements.
- (a) The Organization Chart for the corporation's current fiscal year and a listing of those persons serving as members of the Board (regular and ex officio), members of the Executive Committee and other Board committees (regular and ex officio), Officers and members of management committees of the corporation;
 - (b) The Table of Personnel Categories for the corporation's current fiscal year;
 - (c) The Table of Contracts, Leases, Association Memberships and other Agreements for the corporation's current fiscal year;

- (d) The audited financial statements for the corporation's immediately preceding fiscal year and the commentary report prepared by the auditors in conjunction therewith;
- (e) The previously approved Capital Budget and the Operating Budget for the corporation's current fiscal year; and
- (f) The previously approved current 5-year projected Long-Range Plan for the corporation.

8.7 FISCAL YEAR. The fiscal year of the corporation shall begin on the first day of September and end on the last day of August in each year unless otherwise determined by resolution of the Board with the approval of the Corporate Member.

8.8 SEAL. The Board may provide a corporate seal for use by the corporation.

8.9 WAIVER OF NOTICE. Whenever any notice is required to be given under the provisions of the Corporation Statutes or under the provisions of the Articles of Incorporation of the corporation or these bylaws, a waiver thereof in writing signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

8.10 LOANS TO OFFICERS AND BOARD MEMBERS PROHIBITED. No loans shall be made by the corporation to its Officers or members of the Board. The members of the Board of the corporation who vote for or assent to the making of a loan to an Officer or member of the Board of the corporation, and any Officer or member of the Board participating in the making of such loan, shall be jointly and severally liable to the corporation for the amount of such loan until the repayment thereof.

8.11 INDEMNIFICATION OF OFFICERS AND BOARD MEMBERS. The corporation shall indemnify any Officer or member of the Board or former Officer or member of the Board of the corporation for expenses and costs (including attorneys' fees) actually and necessarily incurred by him in connection with any claim asserted against

him, by action in court or otherwise, by reason of his being or having been such Officer or member of the Board, except in relation to matters as to which he shall have been guilty of negligence or misconduct with respect to the matter in which indemnity is sought.

- 8.12 ADDITIONAL ORGANIZATIONS. Subject to the approvals required by Section 4.2 of these bylaws, the Board may authorize the formation of such auxiliary and associated organizations as would in the opinion of the Board assist in the fulfillment of the purposes of the corporation. The organizational documents of any auxiliary or associated organization so authorized shall be subject to approval of the Board. Such organization shall be subject to these bylaws and all authorizations, irrespective of their terms, shall be revocable at any time in the discretion of the Board.
- 8.13 RULES. The Board may adopt, amend or repeal rules (not inconsistent with these bylaws) for the management of the internal affairs of the corporation and the governance of its Officers, agents, committees, employees, teachers, students and visitors.
- 8.14 PROCEDURE MANUAL. The Corporate Member may adopt, amend and repeal a Procedure Manual containing provisions which are advisory only. This Procedure Manual may have a Local Supplement which may be adopted, amended and repealed by the Board. Failure to comply with provisions of such Procedure Manual or its Local Supplement will not, in itself, have any legal consequences with respect to actions taken by, or with respect to, the corporation.
- 8.15 VOTE BY PRESIDING OFFICER. The person acting as presiding officer at any meeting held pursuant to these bylaws shall, if a voting member, be entitled to vote on the same basis as if not acting as presiding officer.

ARTICLE IX

AMENDMENTS TO BYLAWS

These bylaws may be altered, amended or repealed and new bylaws may be adopted by, and only by, action of the Corporate Member.

APPLICATION

SECRETARY'S CERTIFICATE

THIS IS TO CERTIFY that the foregoing bylaws of BLESSED SACRAMENT ACADEMY have been duly adopted by the Corporate Member of said corporation by Certificate of Action of said Corporate Member effective as of May 23, 1975, 1976.

IN WITNESS WHEREOF, the undersigned, duly elected and acting Secretary of the corporation, has signed this Certificate as of the _____ day of _____, 1976.

Sister Odilia Korenek
Secretary

HISTORY OF BYLAWS

The initial bylaws of BLESSED SACRAMENT ACADEMY were first adopted as of May 23, 1975, 1976.

Amendments made subsequent to _____, 1976, should be listed below:

AMENDMENTS

CHANGE
NUMBER

DATE OF ADOPTION
CORPORATE MEMBER

SECTIONS
AMENDED

APPLICATION

ATTACHMENT Z

501C3 DETERMINATION LETTER

Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: June 5, 2000

Person to Contact:
Myrna Huber #31-07276
Telephone Number:
877-829-5500
FAX Number:
513-263-3756

Ms. Deirdre Halloran
Associate General Counsel
United States Catholic Conference
3211 4th Street, N.E.
Washington, D.C. 20018-1194

APPLICATION

Dear Ms Halloran:

In a ruling dated March 25, 1946, we held that the agencies and instrumentalities and all educational, charitable and religious institutions operated, supervised, or controlled by or in connection with the Roman Catholic Church in the United States, its territories or possessions appearing in *The Official Catholic Directory* 1946, are entitled to exemption from federal income tax under the provisions of section 101(6) of the Internal Revenue Code of 1939, which corresponds to section 501(c)(3) of the 1986 Code. This ruling has been updated annually to cover the activities added to or deleted from the Directory.

The Official Catholic Directory for 2000 shows the names and addresses of all agencies and instrumentalities and all educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories and possessions in existence at the time the Directory was published. It is understood that each of these is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, that no substantial part of their activities is for promotion of legislation, and that none are private foundations under section 509(a) of the Code.

Based on all information submitted, we conclude that the agencies and instrumentalities and educational, charitable, and religious institutions operated, supervised, or controlled by or in connection with the Roman Catholic Church in the United States, its territories or possessions appearing in *The Official Catholic Directory* for 2000 are exempt from federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to the agencies, instrumentalities and institutions referred to above, as provided by section 170 of the Code. Bequests, legacies, devises, transfers or gifts to them or for their use are deductible for federal estate and gift tax purposes under sections 1055, 2106, and 2522 of the Code.

APPLICATION

Ms. Deirdre Halloran

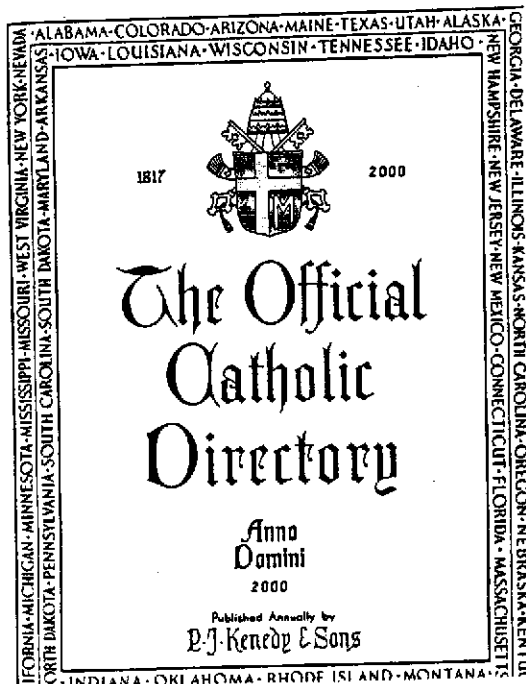
Beginning January 1, 1984, unless specifically excepted, you and your subordinates must pay tax under the Federal Insurance Contributions Act (Social Security taxes) for each employee who is pay \$100 or more in a calendar year. You and your subordinates are not liable for the tax under the Federal Unemployment Tax Act (FUTA).

By May 31, 2001, please send four copies of *The Official Catholic Directory* for 2001 to the IRS TE/GE in Cincinnati, four copies to the Service Center in Ogden, two copies to the EO Divisions in Baltimore, Brooklyn, Dallas, Chicago, St. Paul, Atlanta, and Los Angeles, and six copies to the IRS National Headquarters.

The conditions concerning the retention of your group exemption as set forth in our previous determination letter of August 17, 1983, remain in full force and effect.

Sincerely,

Myrna L. Huber
for John E. Ricketts
Director, Customer Account Services



SAN ANTONIO. Blessed Sacrament Academy, 1135 Mission Rd., 78210, Tel. 210-532-4731. Sr. M. Odilia Korenek, I.W.B.S., Dir. & Supr.
Second Chance High School, Texas Charter School. Sisters of the Incarnate Word and Blessed Sacrament 2; Lay Teachers 10; Other Sisters 2; Students 180.
Child Development Center. Sisters of the Incarnate Word and Blessed Sacrament 1; Lay Teachers 17; Students 121.

301

APPLICATION

ATTACHMENT AA

- ❖ FINANCIAL HISTORY OF SPONSORING REPORT
- ❖ CREDIT REPORT

BSA ADMIN/OPR/MAINT BUDGET - 1999-2000

APPLICATION

REVENUES:

Account	Title	1997-1998 Budget	1997-1998 Actual	1998-1999 Budget	1999 Actual	1998-1999 Actual	1999-2000 Budget
	Concessions	\$1,800.00	\$294.41	\$500.00	\$136.10	201.68	\$275.00
	Facilities Rental	\$0.00	\$2,800.19	\$0.00	\$1,200.00	1,675.00	\$4,200.00
	Lease/Mgt Fees	\$96,000.00	\$36,000.00	\$36,000.00	\$3,000.00	3,000.00	\$36,000.00
	Transcripts	\$65.00	\$41.00	\$50.00	\$27.00	56.00	\$50.00
	Sale of Scrap Property	\$50.00	\$130.82	\$130.00	\$15.00	20.25	\$40.00
	Int - Quant Partners	\$15,000.00	\$19,076.83	\$20,000.00	(\$4,817.16)	28,583.95	\$20,000.00
	TOTAL REVENUES	\$112,915.00	\$58,343.25	\$56,680.00	(\$439.06)	33,542.88	\$60,565.00

EXPENDITURES:

Accounting	\$0.00	\$8,656.25	\$10,000.00	\$5,015.00	\$6,151.25	\$9,000.00
Admin Expense	\$133.00	\$173.52	\$124.00	\$54.59	54.59	\$150.00
Adv & Dev	\$632.00	\$156.00	\$160.00	\$78.86	196.66	\$150.00
Bks/Mag/Periodicals	\$50.00	\$0.00	\$0.00	\$0.00	00.00	\$50.00
Computer Exp	\$250.00	\$495.08	\$605.00	\$0.00	1,044.57	\$500.00
Contract Labor	\$500.00	\$550.00	\$325.00	\$2,131.58	2,800.46	\$1,000.00
Food - Mtgs/Entertain	\$100.00	\$175.47	\$110.00	\$15.41	150.35	\$50.00
Garbage Service	\$742.00	\$425.62	\$330.00	\$169.65	309.77	\$350.00
Insurance - Auto	\$6,600.00	\$6,543.00	\$8,111.00	\$0.00	5,242.00	\$5,242.00
Ins - Fidelity Bond	\$0.00	\$519.00	\$173.00	\$0.00	173.00	\$173.00
Ins - Prop/Liability	\$2,900.00	\$3,067.00	\$3,067.00	\$0.00	3,180.00	\$3,180.00
Ins - Hlth - Relig	\$5,400.00	\$5,100.00	\$5,100.00	\$2,550.00	5,100.00	\$5,100.00
Ins - Work Comp - Lay	\$1,400.00	\$525.67	\$500.00	\$102.07	207.93	\$347.00
Memberships	\$20.00	\$65.00	\$65.00	\$15.00	15.00	\$35.00
Mtr Usage Fee - Copier	\$475.00	149.43	\$0.00	\$0.00	00.00	\$150.00
Misc Plant/Opr Exp	\$0.00	\$432.91	\$300.00	\$340.70	503.78	\$680.00
New Equip/Furn/Fixt -- below \$500	\$200.00	\$78.38	\$1,000.00	\$759.38	1,211.18	\$500.00
New Equip/Furn/Fixt - above \$500	\$4,000.00	\$2,183.22	\$3,000.00	\$2,764.75	14,164.75	\$500.00

	1997-1998 Budget	1997-1998 Actual	1998-1999 Budget	1999 Actual	1998-1999 Actual	1999-2000 Budget
Office Expense	\$1,110.00	\$1,345.25	\$1,357.00	\$356.04	643.50	\$750.00
Payroll Sv Fees	\$45.00	\$44.00	\$60.00	\$26.00	87.23	\$60.00
Payroll Sv Fees - O/M	\$95.00	\$71.78	\$100.00	\$55.48	107.27	\$115.00
Pest Control	\$310.00	\$319.45	\$186.00	\$102.42	204.84	\$210.00
Postage	\$225.00	\$443.91	\$300.00	\$266.57	333.84	\$530.00
Repair and Maint	\$1,250.00	\$18,177.42	\$4,000.00	\$29,782.91	42,013.77	\$4,000.00
Repair Equipment	\$1,670.00	\$272.48	\$500.00	\$0.00	4,099.46	\$1,500.00
Retirement - Relig	\$1,916.00	\$2,874.96	\$2,875.00	\$1,437.48	2,874.96	\$2,900.00
Salaries - Lay - O/M	\$27,750.00	\$12,253.27	\$15,435.00	\$4,007.03	6,371.54	\$11,226.00
Salaries - Relig	\$40,000.00	\$32,736.03	\$32,583.00	\$16,346.25	33,875.19	\$29,000.00
Security	\$90.00	\$438.32	\$700.00	\$81.71	117.77	\$200.00
Staff Dev Exp	\$300.00	\$0.00	\$0.00	\$0.00	00.00	\$300.00
Supp - Custodial/Yd	\$2,465.00	\$1,367.21	\$1,744.00	\$860.16	1,002.32	\$1,600.00
Supp - Health	\$10.00	\$0.00	\$0.00	\$0.00	1.66	\$13.00
Supplies - Repair	\$2,765.00	\$2,892.47	\$3,000.00	\$525.49	607.73	\$1,200.00
Supplies - Shop	\$895.00	\$249.95	\$100.00	\$97.22	139.62	\$195.00
Taxes - Empl FICA - Lay	\$2,125.00	\$937.37	\$1,181.00	\$306.16	487.43	\$860.00
Telephone	\$630.00	\$1,207.18	\$1,108.00	\$813.66	1,302.25	\$1,600.00
Trip/Tvl/Fld Exp	\$15.00	\$7.25	\$5.00	\$6.00	19.10	\$35.00
TV Service	\$100.00	\$114.15	\$115.00	\$57.70	113.11	\$115.00
Utilities - Electric	\$2,025.00	\$4,196.58	\$3,713.00	\$2,253.45	3,986.23	\$4,500.00
Utilities - Gas	\$1,770.00	\$1,197.87	\$1,437.00	\$517.79	828.91	\$1,200.00
Utilities - Water	\$714.00	\$1,023.55	\$603.00	\$295.82	508.82	\$1,000.00
Vehicles - Fuel/Oil	\$1,351.00	\$996.12	\$1,167.00	\$582.59	998.30	\$1,160.00
Vehicles - Lic/Other	\$235.00	\$371.05	\$220.00	\$455.54	674.72	\$500.00
Vehicles - Repairs	\$500.00	(\$13.01)	\$700.00	\$672.05	440.39	\$800.00
TOTAL EXPENSES	\$113,763.00	\$113,120.16	\$106,159.00	\$110,063.51	\$139,405.25	\$92,728.00

REVENUES:

Account	Title	1997-1998 Budget	1997-1998 Actual	1998-1999 Budget	1999 Actual	1998-1999 Actual	1999-2000 Budget
	Fees - CCMS	\$100,000.00	\$104,707.21	\$115,000.00	\$33,352.09	\$104,727.35	\$75,000.00
	Fees - Discovery	\$10,000.00	\$19,365.88	\$15,000.00	\$979.95	21,145.03	\$22,600.00
	Fees - Late Pickup	\$250.00	\$263.00	\$204.00	\$83.00	357.00	\$200.00
	Fees - Late Charges	\$3,000.00	\$1,760.00	\$1,174.00	\$990.00	2,174.00	\$2,000.00
	Fees - NSF Ck Return	\$600.00	\$640.00	\$480.00	\$270.00	731.00	\$500.00
	Fees - Regis/Supp/Bks	\$13,550.00	\$4,644.00	\$7,300.00	\$5,529.42	8,533.71	\$8,000.00
	Fees - Tuition	\$238,200.00	\$204,359.62	\$190,000.00	\$110,844.31	230,474.86	\$227,000.00
	Fundraisers	\$4,300.00	\$4,263.99	\$3,500.00	\$4,728.72	9,222.93	\$5,500.00
	Gifts & Donations						\$3,438.00
	TOTAL REVENUES	\$369,900.00	\$340,003.70	\$332,658.00	\$156,777.49	\$377,365.88	\$344,238.00

EXPENDITURES:

	Admin Exp	\$50.00	\$6.00	\$10.00	\$165.00	165.00	\$300.00
	Adv & Dev	\$3,000.00	\$3,559.41	\$2,280.00	\$969.34	2,144.35	\$2,500.00
	Bks/Mag/Periodicals	\$2,600.00	\$942.58	\$1,204.00	\$782.54	1,479.20	\$1,600.00
	Certif/Lic Fees	\$215.00	\$205.00	\$175.00	\$0.00	150.00	\$175.00
	Computer Expenses	\$200.00	\$839.09	\$1,346.00	\$0.00	1,389.42	\$500.00
	Contr Labor-Tchr Subs	\$1,050.00	\$649.26	\$0.00	\$861.08	1,945.85	\$3,000.00
	Contr Svs - Other	\$0.00	\$1,519.20	\$247.00	\$1,791.50	3,242.70	\$150.00
	Food - Mtgs/Entertain	\$300.00	\$3,188.26	\$2,000.00	\$186.39	285.58	\$500.00
	Fundraiser Exp	\$1,700.00	\$264.90	\$400.00	\$2,963.40	5,480.84	\$1,500.00
	Garbage Sv	\$225.00	\$384.60	\$320.00	\$169.64	309.74	\$340.00
	Ins - Ford Van	\$0.00	\$0.00	\$0.00	\$553.00	553.00	\$553.00
	Ins - Fidelity Bond	\$0.00	\$0.00	\$0.00	\$173.00	173.00	\$173.00
	Ins - Hlth - Lay	\$25,410.00	\$27,556.25	\$24,700.00	\$10,043.65	20,084.60	\$20,500.00
	Ins - Hlth - Relig	\$2,160.00	\$2,040.00	\$2,040.00	\$1,020.00	2,040.00	\$2,040.00
	Ins - Work Comp - Lay	\$2,300.00	\$2,040.33	\$1,741.00	\$660.52	1,599.02	\$1,487.00
	Memberships	\$100.00	\$10.00	\$17.00	\$90.00	90.00	\$100.00

	1997-1998 Budget	1997-1998 Actual	1998-1999 Budget	1999 Actual	1998-1999 Actual	1999-2000 Budget
Mtr Usage/Maint Fee - Copier	\$1,100.00	\$1,250.63	\$1,400.00	\$693.63	1,874.51	\$1,500.00
Misc Expense	\$0.00	\$331.87	\$15.00	\$0.00	00.00	\$100.00
New Equip/Furn/Fixt- below \$500	\$1,920.00	\$4,840.60	\$4,380.00	\$1,825.23	2,038.15	\$4,000.00
New Equip/Furn/Fixt- above \$500	\$8,000.00	\$978.37	\$0.00	\$1,644.95	5,106.20	\$0.00
Office Expense	\$1,500.00	\$1,401.18	\$978.00	\$278.07	1,096.05	\$600.00
Payroll Sv Fees	\$1,250.00	\$966.43	\$760.00	\$685.46	1,265.20	\$1,370.00
Pest Control	\$170.00	\$182.53	\$160.00	\$102.42	204.84	\$215.00
Postage	\$200.00	\$158.19	\$250.00	\$53.33	168.14	\$200.00
Repair & Maint	\$1,500.00	\$4,793.70	\$4,000.00	\$3,351.38	4,949.49	\$5,000.00
Repair Equip	\$0.00	\$208.90	\$1,000.00	\$0.00	00.00	\$500.00
Retirement - Relig	\$1,225.00	\$1,149.96	\$1,150.00	\$574.98	1,149.96	\$1,150.00
Salaries - Lay	\$265,000.00	\$250,280.73	\$258,532.00	\$117,388.96	255,936.32	\$241,560.00
Salaries - Relig	\$7,000.00	\$7,084.61	\$6,738.00	\$4,807.75	10,019.35	\$10,000.00
Security	\$90.00	\$76.37	\$86.00	\$81.71	122.77	\$200.00
Staff Dev Exp	\$250.00	\$320.34	\$200.00	\$100.25	1,196.35	\$250.00
Staff In-Sv Exp	\$1,000.00	\$1,465.31	\$1,500.00	\$418.00	466.85	\$1,300.00
Supp - Custodial/Yd	\$2,000.00	\$2,537.55	\$1,944.00	\$1,050.11	2,378.73	\$2,000.00
Supp - Child. Gdm.					2,314.87	
Supp - Health	\$625.00	\$800.74	\$763.00	\$1,126.33	2,051.54	\$2,200.00
Supp - Fine Arts					1,427.88	
Supp - Instr/Room	\$8,000.00	\$5,784.55	\$7,600.00	\$3,498.58	6,033.89	\$7,600.00
Supp - Repair	\$500.00	\$1,090.57	\$1,336.00	\$1,061.59	1,383.38	\$2,000.00
Taxes - Empl FICA-Lay	\$20,275.00	\$18,864.40	\$19,777.00	\$8,799.79	19,242.69	\$18,500.00
Telephone	\$500.00	\$669.11	\$455.00	\$327.08	695.62	\$650.00
Trip/Tvl/Fld Exp	\$800.00	\$710.00	\$195.00	\$469.78	1,244.22	\$600.00
T-Shirts	\$0.00	\$926.10	\$655.00	\$343.60	1,281.47	\$700.00
Utilities - Electric	\$4,300.00	\$4,178.73	\$3,812.00	\$2,100.52	3,833.29	\$4,100.00
Utilities - Gas	\$1,670.00	\$1,184.19	\$1,413.00	\$517.79	828.89	\$1,050.00
Utilities - Water	\$715.00	\$1,015.11	\$603.00	\$295.82	508.79	\$975.00
Vehicles - Fuel/Oil/Other	\$0.00	\$568.93	\$749.00	\$223.10	626.83	\$300.00
TOTAL EXPENSES	\$368,900.00	\$357,024.60	\$356,931.00	\$208,410.27	\$310,578.57	\$344,238.00

BSA CHILD DEVELOPMENT CENTER CAFETERIA BUDGET - 1999-2000

APPLICATION

REVENUES:

Account	Title	1997-1998 Budget	1997-1998 Actual	1998-1999 Budget	1/99 Actual	1998-1999 Actual	1999-2000 Budget
	Fees - Food Subsidy - CAFC	\$38,000.00	\$38,312.41	\$32,404.00	\$12,999.89	\$34,967.00	\$30,000.00
	Fees - Lunch/Other	\$3,000.00	\$1,384.70	\$1,226.00	\$885.45	1,561.91	\$2,000.00
	Fees - Lunch/Students	\$46,800.00	\$19,087.57	\$21,435.00	\$9,854.00	23,398.00	\$26,885.00
	Fundraisers	\$0.00	\$0.00	\$0.00	\$35.31	198.82	\$500.00
	Facilities Usage Fee					00.00	\$475.00
	TOTAL REVENUES	\$87,800.00	\$58,784.68	\$55,065.00	\$23,774.65	\$60,125.73	\$59,860.00

EXPENDITURES:

	Admin. Expense	\$120.00	\$0.00	\$0.00	\$108.00	108.00	\$117.00
	Certif/License Fees	\$0.00	\$150.00	\$120.00	\$0.00	150.00	\$150.00
	Food - Mtgs/Entertain	\$100.00	\$0.00	\$0.00	\$35.31	35.31	\$50.00
	Contract Labor					410.30	
	Garbage Sv	\$225.00	\$384.54	\$382.00	\$169.59	309.67	\$400.00
	Ins - Health - Lay	\$4,860.00	\$3,910.00	\$4,080.00	\$2,040.00	4,080.00	\$4,080.00
	Ins - Work Comp - Lay	\$1,850.00	\$896.95	\$713.00	\$295.51	757.40	\$715.00
	Memberships	\$20.00	\$10.00	\$10.00	\$15.00	15.00	\$25.00
	New Equip/Furn/Fixt.					539.99	
	Payroll Sv Fees	\$150.00	\$107.97	\$79.00	\$71.77	135.63	\$150.00
	Pest Control	\$195.00	\$182.56	\$160.00	\$102.36	204.72	\$210.00
	Repair & Maint	\$400.00	\$1,057.74	\$1,374.00	\$524.32	1154.77	\$700.00
	Repair Equip	\$600.00	\$0.00	\$0.00	\$407.35	1003.33	\$800.00
	Salaries - Lay	\$36,800.00	\$22,896.48	\$22,653.00	\$11,525.32	24,741.43	\$23,050.00
	Staff In-Sv Exp	\$0.00	\$0.00	\$0.00	\$145.00	145.00	\$150.00
	Supp - Custodial	\$1,200.00	\$929.81	\$648.00	\$285.99	821.03	\$600.00
	Supp - Food/Kitchen	\$34,000.00	\$20,376.85	\$19,924.00	\$8,185.20	19,365.59	\$20,500.00
	Supp - Repair	\$500.00	\$282.44	\$569.00	\$42.93	42.93	\$100.00
	Taxes - Empl FICA - Lay	\$2,815.00	\$1,638.10	\$1,733.00	\$817.61	1,759.79	\$1,763.00
	Utilities - Electric	\$4,250.00	\$4,178.71	\$3,812.00	\$2,100.50	3,833.25	\$4,200.00
	Utilities - Gas	\$1,670.00	\$1,183.78	\$1,413.00	\$517.62	828.63	\$1,100.00
	Utilities - Water	\$720.00	\$1,014.89	\$603.00	\$295.73	508.66	\$1,000.00
	TOTAL EXPENSES	\$90,475.00	\$59,200.82	\$58,273.00	\$27,685.11	\$60,950.43	\$59,860.00

307

4/20/99

BSA DEVELOPMENT BUDGET - 1999-2000

APPLICATION

1

REVENUES:

Account	Title	1997-1998 Budget	1997-1998 Actual	1998-1999 Budget	1/99 Actual	1998-1999 Actual	1999-2000 Budget
	Combined Fund Org	\$600.00	\$813.70	\$0.00	\$1,660.25	~~\$2,699.85~~	\$5,000.00
	Fundraiser - Croquet	\$28,028.00	\$34,606.00	\$36,686.00	\$3,000.00	30,215.27	\$41,000.00
	Fundraiser - Melaleuca	\$0.00	\$570.35	\$500.00	\$216.04	426.29	\$500.00
	Gifts & Donations	\$30,025.00	\$1,495.00	\$24,000.00	\$20,175.00	21,707.86	\$8,033.00
	Grants					244,870.00	
	TOTAL REVENUES	\$58,653.00	\$37,485.05	\$61,186.00	\$25,051.29	~~\$299,919.27~~	\$54,533.00

EXPENDITURES:

	Adv & Dev	\$405.00	\$463.73	\$636.00	\$451.64	695.27	\$300.00
	Bks/Mag/Periodicals	\$0.00	\$0.00	\$0.00	\$537.08	710.08	\$550.00
	Computer Expenses	\$0.00	\$125.77	\$0.00	\$0.00	363.60	\$325.00
	Contract Labor	\$1,000.00	\$0.00	\$0.00	\$0.00	00.00	\$500.00
	Food - Mtgs/Entertain	\$100.00	\$153.58	\$181.00	\$126.14	233.87	\$200.00
	Fndrsr Exp - Croquet	\$5,452.00	\$6,880.74	\$3,844.00	\$1,187.95	9,080.16	\$11,000.00
	Fndrsr Exp - Melaleuca		\$41.74		\$0.00	154.67	\$50.00
	Ins - Hlth - Relig	\$0.00	\$1,020.00	\$1,020.00	\$510.00	1,020.00	\$1,020.00
	Memberships	\$275.00	\$239.00	\$500.00	\$253.00	253.00	\$350.00
	Mtr Usage - Copier	\$40.00	\$6.20	\$0.00	\$0.00	00.00	\$50.00
	Office Expense	\$35.00	\$8.49	\$200.00	\$51.46	55.96	\$75.00
	Pstg/Frt/Ship Charges	\$530.00	\$142.92	\$164.00	\$66.13	213.67	\$250.00
	Retirement - Religious	\$575.00	\$574.92	\$575.00	\$287.46	574.92	\$575.00
	Salaries - Religious	\$8,000.00	\$7,659.31	\$7,584.00	\$4,807.62	9,951.78	\$6,000.00
	Staff Dev Exp	\$0.00	\$577.50	\$0.00	\$143.00	223.54	\$150.00
	Telephone	\$485.00	\$1,006.08	\$1,038.00	\$478.74	992.00	\$900.00
	Trip/Tvl/Fld Expense	\$100.00	\$17.35	\$100.00	\$12.30	26.80	\$75.00
	TOTAL EXPENSES	\$16,997.00	\$18,917.33	\$15,842.00	\$8,912.52	~~\$24,549.32~~	\$22,370.00

COPYRIGHT MATERIAL

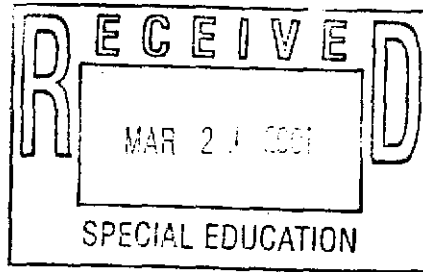
3 pages have been withheld

PLEASE NOTE: The responsive information contains copyrighted information that can only be made available to you for viewing in person. Because the information indicates that it is protected by copyright, you may review this information in person during normal business hours at TEA. If you are interested in reviewing the copyrighted information, please send an email to accred@tea.state.tx.us to schedule an appointment.

1135 Mission Road, San Antonio, Texas 78210,
Phone: (210) 532-9161 / Fax: (210) 533-5612

**Blessed Sacrament
Academy Charter
High School**

Fax

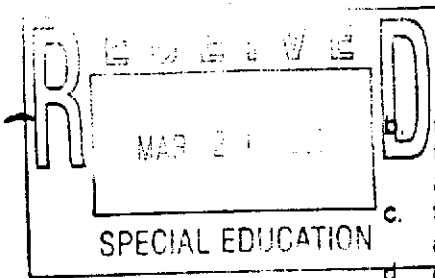


To: CAROLYN DIETRICH From: BREIGITE BEDOLLA
Fax: (512) 463-9560 Pages: C + Z
Phone: _____ Date: 23 MAR 01
Re: _____ CC: _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Please add the following pages to
our Special Education submission. The
attached pages contain the "Transportation"
policy from BSA's Special Education
Operational Guidelines.

Thank you for your help.



- b. teaching students to use the long cane, as appropriate, to supplement visual travel skills or as a tool for safely negotiating the environment for students with no available travel vision;
- c. teaching student to understand and use remaining vision and distance low vision aids, as appropriate; and
- d. other concepts, techniques, and tools, as determined appropriate.

8. Interpreting Services for the Deaf

Interpreting services include interpreting/transliterating receptively and expressively for persons who are deaf or hard of hearing.

9. Social Work

- a. Social work includes: preparing a social or developmental history of a student with a disability,
- b. group or individual counseling with the student and family,
- c. working with those problems in a student's living situation (home, school, community) that affect the student's adjustment in school,
- d. mobilizing school and community resources to enable the student to learn as effectively as possible in his or her education program; and
- g. assisting in developing positive behavioral intervention strategies.

10. Transportation

Transportation includes travel to and from school and between schools, travel in and around school buildings, and specialized equipment (such as special or adapted buses, lifts, and ramps), if required to provide special transportation for a student with a disability.

- a. In order to receive transportation service, the ARD committee must document eligibility and need.
- b. For students placed in a residential setting based upon BSACHS ARD committee recommendations, including those students placed in the TSBVI and the TSD, BSACHS will provide transportation at the beginning and end of the term and for regularly scheduled school holidays when students are expected to leave the residential campus. BSACHS is not responsible for transportation costs for students placed in residential settings by their parents. Transportation costs shall not exceed state approved per diem and mileage rates unless excess charges can be justified and documented. Transportation will be arranged using the most cost efficient means. Where it is necessary for the safety of the child, as determined by the ARD committee, for an adult designated by the ARD committee to accompany the student, round-trip transportation for the designated adult shall also be provided. BSACHS and the residential facility shall coordinate to ensure that students are transported safely, including the periods of departure and arrival.

Local Transportation Rules

The district's rules and regulations govern special education bus students unless designated otherwise by an ARD Committee.

Violation of school bus rules and regulations may result in restrictions.

The student will follow local guidelines unless the ARD committee recommendations are different.

Special education transportation procedures include the following.

- a. It is the responsibility of the parent to have the student ready for the bus each day.
- b. It is the responsibility of the parent to notify the Transportation Department of any change of address.
- c. If the student is to be transported to or from a place other than home, parent submits to the Transportation Department the student's name and address, and the person's name and address who will assume responsibility for the child.
- d. Card files are maintained on all students; therefore, if home or work numbers change, parents notify the local campus, the Special Education Department, and the Transportation Department.
- e. If the student will not be riding the bus for more than a day, parent contacts the Transportation Department in advance so that the driver can be notified.

11. Occupational/Physical Therapy

The occupational and physical therapy includes:

- a. improving, developing or restoring functions impaired or lost through illness, injury, or deprivation,
- b. improving ability to perform tasks for independent functioning if functions are impaired or lost, and
- c. preventing, through early intervention, initial or further impairment or loss of function.

The primary function is to directly assist the student to benefit from instruction. Occupational and physical therapy services will be provided when a disability adversely affects the educational performance. The therapist will aid the student to develop, increase, improve, and maintain skills that are prerequisites for the student to function within his educational environment.

In the case of physical and occupational therapy, services for students shall be prescribed by a physician for consideration by the ARD committee.

Occupational and Physical Therapy Service Levels

LEVEL I - Individual Service

The occupational therapist is the primary implementor of the related service stated in the IEP. Specific goals and objectives are written and integrated into the IEP for this service.

LEVEL II - Student Centered

The therapist assists the teacher in developing the IEP which the classroom personnel implement. The frequency of consultation and the primary position responsible for implementing the program should be noted on the IEP. The IEP

should reflect consultation that is provided by the therapist.

LEVEL III - Teacher Centered

This service will address an individual student's educational program needs (e.g., pre-vocational, vocational activities, feeding and positioning programs and motor labs). This may be a one-time consult with no specific assessments performed. No formal occupational therapy goals or objectives are written.

CONTINGENCIES

1135 Mission Road, San Antonio, Texas 78210,
Phone: (210) 532-9161 / Fax: (210) 533-5612

**Blessed Sacrament
Academy Charter
High School**

RECEIVED
MAR 19 2001

Fax

To: Mary Perry From: BRIGITTE BEDOLLA
Fax: (512) 463-9732 Pages: C+46
Phone: (512) 463-9575 Date: 19 March 01
Re: SPECIAL EDUCATION CC: CAROLYN DIETRICH
ASSURANCES

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Please review the enclosed information
and forward to Carolyn Dietrich upon her
return.

Please contact me at the telephone
numbers listed if any pages are missing,
or to let me know that the fax has been
received.

Thank you for your assistance and
patience in this matter.

If there is any additional information
I can provide, please do not hesitate to contact
me.

Brigitte Bedolla

311

CONTINGENCIES

Blessed Sacrament Academy Charter High School



Mary Perry
Charter Schools Division, TEA
William Travis Building
1701 N. Congress Avenue
Austin, Texas 78701-1494

19 March 2001

Dear Ms. Perry:

Please review the attached Special Education information. All of the enclosed assurances are directly from the Blessed Sacrament Academy Charter High School Special Education Operational Guidelines. The applicable citations are included within the information provided.

If there is any further information that can be provided, please do not hesitate to contact me at the address or telephone number listed above, or by e mail at bri@stic.net.

Thank you for your assistance in this matter.

Sincerely,

Ms. Brigitte Bedolla, M.Ed.
Vice Principal, B.S.A.

312

CONTINGENCIES

Issue	Required Information
Confidentiality 300.560	- Notice to Parents - Access Rights for Parents - Record of Access - Records on more than one child - List types and locations of information - fees - Amendment of records at parent request - Opportunity for a hearing - Result of hearing - Hearing procedures - Destruction of Information - Children's rights - Enforcement - Consent - Safeguards - Department use of personally identifiable information.

CONTINGENCIES

If agreements cannot be reached at the local level, mediation is a viable option. The BSACHS or the parents may request mediation through the Texas Education Agency. For specific steps to follow, see the Explanation of Rights and Procedural Safeguards document developed by the TEA. Contact the Special Education Director.

VI. CONFIDENTIALITY (34CFR §300.127, §300.500, and §300.560)

A. Definitions (§300.560)

Destruction of education records means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.

Education Records means, except as may be provided otherwise below, those records, files, documents, and other materials that contain information directly related to a student and are maintained by an educational agency or institution or by a person acting for such agency or institution.

Participating Agency means any agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained.

Personally Identifiable Information means that information includes: the name of the student, the student's parent, or other family member; the address of the student; a personal identifier, such as the student's social security number or student number; or a list of personal characteristics or other information that would make it possible to identify the child with reasonable certainty.

School Officials shall mean any employees, trustees, or agents of BSACHS as well as attorneys, consultants, and independent contractors who are retained by BSACHS.

B. Notice To Parents (§300.561)

Notice that is adequate to fully inform parents about the requirements of §300.127 which is the confidentiality of personally identifiable information of students with disabilities.

This is an annual written notice provided in the primary or home language informing all parents of students in attendance and all adult students of their rights. This is not limited to students receiving special education services. The information may be provided:

1. in district's enrollment packets given at registration,
2. in local newspaper advertising,
3. posted in buildings,
4. district mail-outs.

Documentation will be kept by the designated district staff.

314

708

2

VII. RECORDS

A. Access Rights (§300.501 and §300.562)

The BSACHS shall permit parents to inspect and review education records relating to their student that are collected, maintained or used for purposes of identifying, evaluating, educational placement, or educating their student in the provision of FAPE.

1. The following guidelines shall apply when parents request to review or inspect records relating to the education of their student with disabilities:
 - a. The BSACHS shall comply with a request of parents to review records without unnecessary delay and before any meeting regarding an IEP or hearing relating to the identification, evaluation, or educational placement of the child, or the provision of FAPE to the child.
 - b. BSACHS shall comply with the request in no case more than 45 days after the request has been made.
2. The right to inspect and review education records includes:
 - a. the right to a response from BSACHS to reasonable requests for explanations and interpretations of the records;
 - b. the right to request that BSACHS provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and
 - c. the right to have a representative inspect and review the records.
3. BSACHS may presume that the parent has authority to inspect and review the student's records, unless BSACHS has been advised that the parent does not have the authority under applicable State law governing such matters as guardianship, separation, and divorce.

B. Record Of Access (§300.563)

1. BSACHS shall maintain a record, kept with the eligibility file of each student, that indicates all individuals, agencies or organizations that have requested or obtained access to a student's educational records collected, maintained or used under IDEA-Part B (except access by parents and authorized employees of the

BSACHS).

The records shall include:

- a. at least the name of the person or agency that made the request,
- b. the date access was given, and
- c. the purpose for which the person or agency is authorized to use the records.
- * *If parts of the student eligibility folder are maintained in classrooms, access records are required if the folder contains information such as an ARD/IEP report, modification sheet(s), or any assessment reports. (DEC Reference Guide)*
2. The record of access will be maintained as long as BSACHS maintains the student's education record. The record of access shall be available only to parents, school officials responsible for custody of the records, and those state and federal officials authorized to audit the operation of the system.

3. **Access Procedures:** The cumulative record and special education legal folder shall be made available to the parent. Records may be reviewed during regular school hours upon request to the appropriate record custodian. The record custodian or designee shall be present to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and the records shall be restricted to use only in the offices of the Superintendent, a principal, a counselor, or Special Education as designated by the appropriate record custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school or the Special Education office.
4. **Custodian of Records:** The principal is custodian of all records for currently enrolled students at the assigned school. The superintendent is the custodian of records for students who have withdrawn or graduated. The special education director is custodian of all special education records. Addresses and phone numbers are listed in the appendix.

C. Records On More Than One Child (§300.564)

If material in the education record of a student includes information on more than one student, the parent or guardian shall have the right to inspect and review only the information relating to their child or to be informed of that specific information.

D. Types and Locations of Information (§300.565)

1. The BSACHS shall provide parents on request a list of the types and locations of education records collected, maintained, or used by BSACHS.
2. The designated record custodian and the BSACHS Special Education Director shall be responsible for the education records of BSACHS students. These records may include:
 - a. admissions data, personal and family data, including certification of date of birth;
 - b. standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings;
 - c. all achievement records, as determined by tests, recorded grades, and teacher evaluation;
 - d. health service record including:
 - (1. findings of any screening or health appraisal programs BSACHS conducts or provides for, which may include vision, hearing and scoliosis;
 - (2. immunization records; and
 - (3. dates for any periods of exclusion from school because of communicable disease and the name of the illness.
 - e. attendance records;
 - f. student questionnaires;
 - g. records of teacher, counselor, or administrative conferences with the student or pertaining to the student;
 - h. verified reports of serious or recurrent behavior patterns;
 - i. copies of correspondence with parents and others concerned with the student;
 - j. records transferred from other districts in which the student has been enrolled;
 - k. records pertaining to participation in co-curricular activities;
 - l. information relating to student participation in special programs;
 - m. records of fees assessed and paid; and
 - n. other records that may contribute to understanding of the student.

316

710

4

E. Fees (§300.566)

No fee may be charged to search for or to retrieve the education record of a student. A fee of \$0.10 (10¢) per page may be charged for copies of education records that are made for the parents or students under this procedure, provided that the fee does not effectively prevent them from exercising their right to inspect and review those records. A waiver of fee should be requested in writing. No fee will be charged to search for or to retrieve information.

F. Amendment of Records at Parent's Request (§300.567)

The parent who believes the information in the student's education records collected, maintained, or used is inaccurate or misleading or violates the privacy or other rights of the student may request the BSACHS to amend the information.

Within fifteen (15) school days of the record custodian's receipt of a request to amend records, the BSACHS shall notify the parents in writing of its decision on the request. If BSACHS decides to refuse to amend the information in accordance with the request, BSACHS shall inform the parent of the refusal, and advise the parent of the right to a hearing under §300.568.

1. Opportunity For a Hearing (§300.568)

If a hearing is requested to challenge information in the records, it shall be held within fifteen (15) school days after the request for a hearing is received. Parents shall be notified in advance of the date, time, and place of the hearing. A record custodian who is not responsible for the contested records, or designee, shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and may be assisted or represented at the hearing, at their own expense.

2. Result of Hearing (§300.569)

The parents shall be notified of the decision of the hearing in writing within fifteen (15) school days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision.

- a. If as a result of the hearing, BSACHS decides the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, the records will be amended and the parent informed in writing.
- b. If after the hearing, BSACHS decides the information is not inaccurate, misleading or otherwise in violation of the privacy or other rights of the student, the parents shall be given a copy of this guideline and the opportunity, within thirty (30) school days, to place in the record a statement commenting on the information and/or setting forth any reason for disagreeing with the BSACHS's decision.
- c. Any explanation is maintained by the BSACHS, and if the contested record is disclosed, the explanation shall also be disclosed.

3. Hearing Procedures (§300.570)

A hearing held under §300.568 must be conducted according to the procedures under FERPA (Family Education Rights and Privacy Act §99.22).

- a. the hearing was held within a reasonable time after receiving the request,

317

111

5

CONTINGENCIES

- b. the parent was given notice of date, time, and place, in a reasonable time prior to the hearing,
- c. the hearing was conducted by an official of the BSACHS who did not have a direct interest in the outcome of the hearing,
- d. the parents were given full and fair opportunity to present evidence relevant to the amendment to the record,
- e. the decision was made by BSACHS in a reasonable time after the hearing and presented in writing to the parent
- f. the decision was based solely on the evidence presented at the hearing, and the summary of evidence and the reasons for the decision were included in the written report of the hearing.
- g. the parent or eligible student may, at their own expense, be assisted or represented by one or more individuals of his or her own choice, including an attorney.

G. Consent for Release of Records (§300.571)

1. Parental consent or consent of adult student must be obtained before personally identifiable information is:
 - a. disclosed to anyone other than officials of participating agencies collecting or using the information;
 - b. used for any purpose other than meeting a requirement under the Individual with Disabilities Act. The BSACHS may not release information from these records without parental consent except as provided in the Family Educational Rights and Privacy Act (FERPA) - (see 4. below).
2. Written consent must be obtained from the student's parent or adult student in order for personally identifiable information in education records to be released to any individual, agency, or organization other than the student himself and those listed in 4. below.
 - a. Such consent shall specify records to be released, the reason for such release, and to whom the records are to be released.
 - b. Such information may also be released in compliance with a judicial order or subpoena provided that the parent and student are notified in advance of compliance.
3. Transcripts and Transfers of Records. BSACHS may forward education records upon request to officials of other schools or school systems in which the student intends to enroll without written consent under the conditions described in this procedure (see 4. below). BSACHS will try to obtain consent if the parent or adult student is available.

BSACHS may request transcripts from previously attended schools for students transferring into our schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if eighteen (18) or older.

4. Personally identifiable information in education records, including directory information, may be released without the written consent of the student's parents to the following:

- a. school officials, including teachers, who have a legitimate educational interests;

"School officials" are deemed to have a "legitimate educational interest" in a student's records when they are working with the student; considering disciplinary or academic actions, the student's case, compiling

318

712

6

statistical data; or investigating or evaluating programs.

- b. officials of other schools or school systems in which the student seeks or intends to enroll, provided that the BSACHS will notify the parent or student that it forwards education records to such officials; or
 - (1. makes a reasonable attempt to notify the parent, unless the record transfer is initiated by the parent,
 - (2. furnishes a copy of the transferred record to the parent if he so desires,
 - (3. gives the parent an opportunity for a hearing to challenge the content of the record.
- c. authorized representatives of the Comptroller General of the United States, the Secretary of Education or state educational authorities who require access to student or other records necessary in connection with the audit and evaluation of a state supported program or in connection with the enforcement of federal or state legal requirements that relate to such programs;
- d. personnel involved with a student's application for, or receipt of, financial aid;
- e. state and local officials to whom such information is specifically required to be reported or disclosed by state statute adopted prior to November 19, 1974;
- f. accrediting organizations that require the information for purposes of accreditation;
- g. parents of a dependent student;
- h. appropriate persons who, in an emergency, must have such information in order to protect the health or safety of the student or other person.

H. Safeguards (§300.572)

- 1. BSACHS shall protect the confidentiality of personally identifiable information in collection, storage, disclosure, and destruction stages.
- 2. One official in the district shall assume responsibility for ensuring confidentiality of personally identifiable information. The official responsible for ensuring the confidentiality of any personally identifiable information in special education records shall be the Special Education Director in the special education office which is located at:

address
Town, TX zip

- 3. All persons collecting or using this information shall receive training or instruction concerning the legal requirements involved in handling these records.

Documentation of the training and those in attendance shall be maintained with the Special Education Director.

- 4. BSACHS shall maintain for public inspection a current listing of the names and positions of employees who may have access to this information. A current listing of names and positions of persons who may have access to special education records is maintained at the special education office.

319

713

7

I. Destruction of Information (§300.573)

1. BSACHS shall inform parents when personally identifiable information collected, maintained, or used is no longer needed to provide educational services to the child.
2. BSACHS will destroy special education records at the parent's request when records are no longer needed to provide educational services to the child and the criteria below are met.
 - a. Parents have been reminded that the records may be needed by the student or the parents for social security benefits or other purposes.
 - b. BSACHS shall maintain special education records a minimum of seven (7) years beyond dismissal, graduation, or transfer from the district.
 - c. Efforts will be made to notify parents prior to destruction of such personally identifiable information. The state librarian will be notified.
3. Directory information may be maintained without time limit, including the student's name, address, phone number, grades, attendance record, classes attended, grade level completed, and year completed.

J. Student's Rights

Under the regulations for the Family Educational Rights and Privacy Act of 1974 (34 CFR99.5(a)), the rights of parents regarding education records are transferred to the student at age 18. In addition:

1. the rights accorded to parents under Part B of the Act are transferred to a student who reaches the age of majority, the rights regarding educational records must be transferred to the student.
2. however, the district must provide any notice required under Part B of the Act to the student and the parent.

K. Comprehensive System of Confidentiality of Records

The Superintendent shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for utilization by authorized school personnel.

1. Cumulative Record: A cumulative record that complies with TEA requirements and standards shall be maintained for each student from entrance into BSACHS schools until withdrawal or graduation from BSACHS schools. This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for students who are no longer enrolled shall be housed in their respective schools for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent.
2. Directory Information: Directory information shall include the student's name, address, telephone listing, date and place of birth, participation in officially recognized activities and sports, height and weight of members of athletic teams, dates of attendance, awards received, the most recent previous school attended by the student, and other similar information.
 - a. Directory information shall be released to any individual or organization that files a written request with the Superintendent or designee.
 - b. The BSACHS may release directory information if it has given public notice.

320

CONTINGENCIES

Issue	Required Information
Procedural Safeguards 300.504	- A copy given to parents at a minimum of: - Initial referral for evaluation - Each ARD/IEP notification - Reevaluation - Receipt of a request for due process Contents: - Full explanation of independent evaluation - Prior written notice - Parental consent - Access to educational records - Opportunity to present complaints - Initiate due process hearing - AEP placement - Mediation - Private school students - Due process hearing - State level appeals - Civil actions - Attorneys' fees - State complaint procedures Understandable language

PROCEDURAL SAFEGUARDS

(34 CFR §300.500 - §300.517)

I. NOTICE

Procedural Safeguards Notice

When a student is referred to special education for the first time for an individual comprehensive assessment, local campuses in Blessed Sacrament Academy Charter High School are responsible for providing a copy of An Explanation of Rights and Procedural Safeguards document to notify the student, parent, or guardian of students suspected of having a disability of their educational rights. The TEA adopted this written document based on the Office of Special Education Programs model which includes a full explanation of all procedural safeguards that meet the requirements of 34CFR §300.504(b).

The regular education designee at the local campus shall be responsible for explaining the document, for providing answers to questions pertaining to the document and for providing to parents updated copies of the document, as provided by TEA.

A. Distribution (34CFR §300.504 a)

The Procedural Safeguards document developed by the Texas Education Agency must be provided to parents of a student with a disability, at a minimum:

1. upon initial referral for evaluation,
2. upon each notification of an ARD / IEP meeting,
3. upon reevaluation of the student,
4. upon receipt of a request for due process, and
5. upon a manifestation determination review, or if a removal is contemplated that constitutes a change of placement.

B. Prior Written Notice (34CFR §300.503 and §89.1020)

Written notice must be given to the parents of a student with disabilities (and the adult student) a reasonable time before Blessed Sacrament Academy Charter High School :

1. proposes to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child; or
2. refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child.
3. when the notice relates to an action proposed by BSACHS that also requires parental consent, notice may be given at the same time parental consent is requested.

The written notice must be:

1. written in language understandable to the general public, and
2. provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so.

If the native language is not a written language, the district shall take steps to insure:

1. that the notice is translated orally or by other means to the parent in his or her native language, or other mode of communication used by the parent,
2. that the parent understands the content of the notice; and
3. that there is written evidence of the above.

322

Issue	Required Information
Prior Notice by agency; content of notice 300.503; .345	Notice, five school days written notice given to parents before the charter - proposes to initiate or change educational placement , evaluation - refuses to initiate or change the baove Contents of Notice: - description of action proposed or refused - explanation of why agency proposes or refuses - description of other options and why options refused - description of evaluation procedures, test record - statement that parents have protection under document - sources for parent to contact - understandable language Parent participation

PROCEDURAL SAFEGUARDS
(34 CFR §300.500 - §300.517)

I. NOTICE

Procedural Safeguards Notice

When a student is referred to special education for the first time for an individual comprehensive assessment, local campuses in Blessed Sacrament Academy Charter High School are responsible for providing a copy of An Explanation of Rights and Procedural Safeguards document to notify the student, parent, or guardian of students suspected of having a disability of their educational rights. The TEA adopted this written document based on the Office of Special Education Programs model which includes a full explanation of all procedural safeguards that meet the requirements of 34CFR §300.504(b).

The regular education designee at the local campus shall be responsible for explaining the document, for providing answers to questions pertaining to the document and for providing to parents updated copies of the document, as provided by TEA.

A. Distribution (34CFR §300.504 a)

The Procedural Safeguards document developed by the Texas Education Agency must be provided to parents of a student with a disability, at a minimum:

1. upon initial referral for evaluation,
2. upon each notification of an ARD / IEP meeting,
3. upon reevaluation of the student,
4. upon receipt of a request for due process, and
5. upon a manifestation determination review, or if a removal is contemplated that constitutes a change of placement.

B. Prior Written Notice (34CFR §300.503 and §89.1020)

Written notice must be given to the parents of a student with disabilities (and the adult student) a reasonable time before Blessed Sacrament Academy Charter High School:

1. proposes to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child; or
2. refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child.
3. when the notice relates to an action proposed by BSACHS that also requires parental consent, notice may be given at the same time parental consent is requested.

The written notice must be:

1. written in language understandable to the general public, and
2. provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so.

If the native language is not a written language, the district shall take steps to insure:

1. that the notice is translated orally or by other means to the parent in his or her native language, or other mode of communication used by the parent;
2. that the parent understands the content of the notice; and
3. that there is written evidence of the above.

324

C. Content of the Notice of Assessment must include:

1. a description of the action proposed or refused by Blessed Sacrament Academy Charter High School,
2. an explanation of why the district proposes or refuses to take the action,
3. a description of any options the district considered and the reasons why those options were rejected,
4. a description of each evaluation procedure, test, record, or report the district uses as a basis for the proposal or refusal,
5. a description of any other factors which are relevant to the district's proposal or refusal,
6. a statement that the parents of a student with a disability have protection under the procedural safeguards, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained,
7. sources (more than one) for parents to contact to obtain assistance in understanding these provisions.

D. Notice of ARD Committee Meeting

Local campuses will take steps to ensure that one or both of the parents of the student and adult student are present at each meeting or are afforded the opportunity to participate. (see ARD section - Parent Participation)

1. Content of the Notice of ARD meeting must include:

- a. a description of the action proposed or refused by Blessed Sacrament Academy Charter High School,
- b. an explanation of why the district proposes or refuses to take the action,
- c. a description of any options the district considered and the reasons why those options were rejected,
- d. a description of each evaluation procedure, test, record, or report the district uses as a basis for the proposal or refusal,
- e. a description of any other factors which are relevant to the district's proposal or refusal,
- f. a statement that the parents of a student with a disability have protection under the procedural safeguards, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained.
- g. sources for parents to contact to obtain assistance in understanding these provisions,
- h. a statement informing the parents about the State complaint procedures, including a description of how to file a complaint and the timelines under those procedures.
- * include a statement that the ARD committee members will discuss, at the parent's request the provision of any educational or related service not proposed for discussion by BSACHS.

2. The ARD notice must: (34 CFR §300.345)

- a. be provided to parents and adult student at least 5 school days in advance of the ARD to ensure they will have an opportunity to attend,
- b. include the purpose, time, and location of the meeting and who will be in attendance,
- c. provide opportunity to schedule the meeting at a mutually agreed upon time and place, including rescheduling the meeting,
- d. For a student with a disability beginning at age 14, or younger, if appropriate, the notice must:

CONTINGENCIES

- (1. indicate that a purpose of the meeting will be the development of a statement of the transition services needs of the student, and
- (2. indicate that the student will be invited.

- e. For a student with a disability beginning at age 16, or younger, if appropriate, the notice must:
- (1. indicate that a purpose of the meeting is the consideration of the individual transition plan for the student,
 - (2. indicate that the student will be invited, and
 - (3. identify any other agency that will be invited to send a representative, if appropriate.

E. Timeline For Notice

State Board of Education rule interprets the federal term "reasonable time" as at least five school days. Parents may agree to waive the five day notice period to which they are entitled.

F. Notice of Refusal to Provide Services in Regard to Identification, Evaluation, Placement, or Free Appropriate Public Education

The Notice of Refusal includes the following:

1. it is given in the native language or other mode of communication of the parent or adult student,
2. the date sent/mailed,
3. the action refused,
4. why action was refused,
5. description of the options considered,
6. description of why options were rejected,
7. description of evaluation procedures, tests, records, or reports used as basis for the refusal,
8. other factors relevant to the refusal,
9. the notice includes a full explanation of all procedural safeguards (Explanation of Procedural Safeguards).

G. Age of Majority (§300.517)

At least one year before a student reaches age of majority in Texas, a student's IEP must include a statement that the student and the parents have been notified of the student's rights under IDEA- Part B, if any, that will transfer to the student on reaching the age of majority. (Exception - a student with a disability who has been determined to be incompetent under State law. The BSACHS will follow the State procedures for appointing the parent, or, if the parent is not available another appropriate individual, to represent the educational interests of the student throughout the student's eligibility.))

All rights accorded to parents transfer to students who are incarcerated in an adult or juvenile, State, or local correctional institution.

Issue	Required Information
Observation Assessment/Evaluation) 300.530 - 300.543	- Initial evaluation - Evaluation procedures - Determination of needed evaluation data - Determination of eligibility - Procedures for determining eligibility and placement - Reevaluation - Additional team members - Criteria for determining the existence of specific learning disabilities - Observation - Written report

CONTINGENCIES

COMPREHENSIVE INDIVIDUAL ASSESSMENT (CIA)
(89.1030)

I. INITIAL EVALUATIONS (34 CFR 300.320 and 300.531)

BSACHS shall ensure that a full and individual evaluation is conducted for each student being considered for special education and related services. The evaluation will be completed before the initial provision of special education and related services and will:

- A. determine if the student is a "student with a disability" in accordance with federal and state requirements; and
- B. determine the educational needs of the student.

In implementing the requirements above, BSACHS ensures that:

- A. the evaluation is conducted in accordance with the procedures in federal and state law,
- B. the results of the evaluation are used by the ARD in developing an individualized education program.

II. DETERMINATION OF NEEDED EVALUATION DATA (34 CFR 300.533)

As part of an initial evaluation (if appropriate) and as part of any reevaluation, a team that includes individuals required in 34CFR§300.344(*same as ARD members-see Section 4*), and other qualified professionals, as appropriate, shall -

- A. Review existing evaluation data on the child, including but not limited to:
 - 1. evaluation and information provided by the parents of the student,
 - 2. current classroom based assessments and observations, and
 - 3. observations by teachers and related services providers, and
 - 4. group assessment such as TAAS, IOWA, etc., and
 - 5. other school records such as attendance, discipline reports, etc..
- B. On the basis of that review, including input from the child's parents, the ARD/IEP team will identify what additional data, if any, are needed to determine:
 - 1. whether the child has a particular category of disability, as described in federal law 34 CFR§300.7, or in case of a reevaluation of a student, whether the student continues to have a disability,
 - 2. the present levels of performance and educational needs of the student,
 - 3. whether the student needs special education and related services, or in the case of a reevaluation of a student, whether the student continues to need special education and related services; and
 - 4. whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the IEP of the student and to participate, as appropriate in the general curriculum.
- C. BSACHS will administer tests and other evaluation materials as may be needed to produce the data identified in A. and B. above.
- D. If determination under paragraph A is that no additional data are needed to determine whether the student continues to be a student with a disability, the BSACHS will notify the student's parents:

328

201



1. of that determination and the reasons for it; and
 2. of the right of the parents to request a comprehensive individual assessment to determine whether the student continues to be a student with a disability
- E BSACHS is not required to conduct an assessment described in paragraph D. 2 above unless requested to do so by the student's parents

III. TIME LINE

A written report of a comprehensive individual assessment of a student for purposes of special education services shall be completed not later than the 60th calendar day following the date on which the referral for assessment was initiated by school personnel, the student's parent or legal guardian, or another appropriate person. The assessment shall be conducted using procedures that are appropriate for the student's most proficient method of communication.

The 60 calendar day time line requirements for the special education department processing and assessment includes the time used by regular education to complete the referral. Referral data should be gathered and sent to special education assessment person as soon as possible, but no later than 30 calendar days from the date that the referral is initiated.

IV. PURPOSE

The purpose of the comprehensive individual assessment is to:

- A. determine eligibility and the presence or absence of a physical, mental, or emotional disability which may be contributing to a student's educational need;
- B. determine the presence or absence of a significant educational deficit and the need for special education instructional and/or related services;
- C. identify specific learning competencies in instructional and related service areas;
- D. make recommendations for determining the grading criteria and procedures for participation in extracurricular activities; and
- E. provide information relative to the appropriate mastery level or levels at which the student should be expected to achieve in order to receive passing grades in all content areas of instruction.

V. DOCUMENTATION

- A. The BSACHS shall maintain documentation concerning referral and comprehensive individual assessment data in the special education referral packet. Personnel

329

202

CONTINGENCIES

responsible for the referral and the assessment shall sign and date referral forms and written assessment reports.

- B. Tests and other evaluation materials and procedures used for the purposes of evaluation and placement of children with disabilities must be selected and administered so as not to be racially or culturally discriminatory.
- C. A copy of the CIA is given to the parent.

WRITTEN REPORT (34 CFR §300.543 and §89.1030)

Blessed Sacrament Academy Charter High School appraisal personnel shall prepare a written report of the results of the evaluation which shall address the presence or absence of those symptoms or conditions included in the specific eligibility criteria for the disability for which the student is being assessed.

- A. The report will include a statement of:
 - 1. whether the student has a specific disability and meets eligibility criteria;
 - 2. the basis for making the determination;
 - 3. the relevant behavior noted during the observation of the child;
 - 4. the relationship of that behavior to the student's academic functioning;
 - 5. the educationally relevant medical findings, if any;
 - 6. whether there is a severe discrepancy between achievement and ability that is not correctable without special education and related service;
 - 7. the type and severity of the impairment and the functional implications for the educational process;
 - 8. the determination of the team concerning the effects of environmental, cultural, or economic disadvantage;
 - 9. sources of data for all areas assessed;
 - 10. If an assessment is not conducted under standard conditions, information about the extent to which the assessment varied from standard conditions, such as the qualifications of the person administering the test or the method of test administration, needs to be included in the evaluation report.
- B. Each team member shall certify in writing whether the report reflects his or her conclusion. If it does not reflect his or her conclusion, the team member must submit a separate statement presenting his or her conclusions.

RELATED SERVICE ASSESSMENT REPORT

- 1. The assessment report for related services includes:
 - a. learning competencies which identify the need for the related service.
 - b. documentation that the service will enable the student to benefit from instruction.
 - c. a recommendation for the specific service(s) to be offered.
- 2. The assessment report and supporting data used to develop the current IEP are in the eligibility folder and are no more than three years old.

VI. OBSERVATION (34CFR §300.542)

330

203

18

- A At least one team member other than the student's regular teacher shall observe the student's academic performance in the regular classroom setting
- B In the case of a student of less than school age or out of school, a team member shall observe the student in an environment appropriate for a student of that age

VII. ASSESSMENT OF PHYSICAL, MENTAL AND EMOTIONAL CONDITIONS

A. Language Dominance

The assessment team shall first determine the student's dominant language. The student's dominant language is the language in which the student is most proficient. This determination may be made by formal or informal assessment. Assessment instruments must be administered in the student's dominant language (native language or other mode of communication unless it is clearly not feasible to do so). If the primary language of the home is not English, the student's dominant language may be determined as a result of recommendations made by the Language Proficiency Assessment Committee (LPAC). Where no bilingual examiner is available, an interpreter may be used.

B. Language Proficiency

The assessment team must determine the student's most proficient method of communication. The language proficiency information must indicate the student's skill in understanding and using both receptive and expressive domains, such as oral and written language, reading comprehension, and listening comprehension, when appropriate. Proficiency in both English and the other language(s) must be addressed for Limited English Proficient (LEP) students.

C. Physical

The assessment of an individual's physical factors (including visual, hearing, and psycho-motor abilities) must consist of an examination of physical conditions which directly affect the student's ability to profit from the educational process. A general medical examination shall be required only when specified by eligibility criteria or when abnormal physical factors have been identified as part of the assessment of physical factors. The health information collected during the referral process shall be sufficient if a complete medical examination is not required by specific eligibility criteria and if there are no indications of need for further physical assessment.

D. Emotional/Behavioral

The assessment of an individual's emotional and behavioral factors shall consist of formally or informally identifying those characteristics manifested in in-school or out-of-school behavior, or both, which may influence learning. The assessment shall include behaviors relative to the disability which may affect educational placement, programming, or discipline. Adaptive behavior of all students must be considered to some degree, formal measures are required only when establishing a diagnosis of mental retardation.

E. Sociological

The assessment of an individual's sociological variables must consist of identifying the child's family and community environmental situation influencing learning and behavioral patterns. Students shall not be eligible for special

CONTINGENCIES

education if the only deficiencies identified are directly attributable to a different cultural lifestyle or to their not having had educational opportunities

F Intellectual

The assessment of an individual's intellectual functioning must include an assessment of verbal ability or performance or both. Intellectual functioning should be the last factor assessed, since the student's performance in this area should be analyzed and interpreted in light of all the other data.

While the adaptive behavior of all students must be considered to some degree, formal measures of adaptive behavior shall be required only when a student is being assessed for mental retardation.

Intelligence must always be addressed. An informal assessment of intelligence may be used to determine intellectual functioning as a part of eligibility for:

1. visual impairment,
2. orthopedic impairment,
3. deaf-blindness

Some examples of informal assessment include: achievement test results, teacher observations, adaptive behavior, grades, etc.

332

205

20

VIII. ASSESSMENT OF LEARNING COMPETENCIES (ACADEMIC PERFORMANCE)

The assessment shall include.

- A. criterion-referenced or curriculum-referenced assessments designed to aid in the development of the student's IEP;
- B. information about the student's strengths and weaknesses, and
- C. the specific modifications of instructional content, settings, methods and/or materials required by the student to achieve and maintain satisfactory progress, including those that can only be provided through special education services, and those adaptations necessary for the student's progress in regular classes and other special and compensatory education programs.

IX. ASSISTIVE TECHNOLOGY DEVICES AND SERVICES (34 CFR §300.5 and §300.308)

Blessed Sacrament Academy Charter High School shall ensure that assistive technology devices or assistive technology services, are made available to a student with a disability if required as a part of special education, related services, or supplementary aids and services. Assistive technology devices and services are used to adapt conditions to improve the student's functioning when needed to implement the student's IEP. The ARD committee shall review recommendations for assistive technology from the CIA and include in the IEP those devices and services determined to be educationally necessary.

- A. The CIA will include formal or informal assessment and recommendations regarding the need for assistive technology devices or services.
- B. The CIA report will address assistive technology needs based on competencies identified during assessment. The report will specify one of the following:
 - 1. assistive devices and services are not recommended for this student at this time;
 - 2. referral to the assistive technology team is recommended; (see Referral Section)
 - 3. referral to the assistive technology team has been made (refer to the report for detailed recommendations - specify the date of the report you are referencing);
 - 4. other referrals if recommended;
 - 5. modifications which have been recommended.
- C. Assistive technology services are potentially available to all students with disabilities, not just those with sensory impairments, or severe physical disabilities. Categories of assistive technology include:
 - 1. aides to improve self-help skills and encourage independence,
 - 2. electronic and non-electronic devices that enhance communication skills, instructional material aids,
 - 3. sensory aids,
 - 4. environmental control systems, and
 - 5. home/work modifications.

CONTINGENCIES

X. EVALUATION PROCEDURES (34 CFR 300.531 and 300.532)

Before any action is taken with respect to the initial placement of a child with a disability in a program providing special education and related services, a full and individual evaluation of the child's educational needs must be conducted in accordance with requirements below

BSACHS ensures the following:

- A. Tests and other evaluation materials used to assess the student:
 1. are selected and administered so as not to be discriminatory on a racial or cultural basis;
 2. are provided and administered in the student's native language or other mode of communication, unless it is clearly not feasible to do so;
 3. are standardized tests that have been validated for the specific purpose for which they are used;
 4. are standardized tests that are administered by trained personnel in conformance with the instructions provided by their producer; and
 5. are maintained in the student's legal folder
 - a. page(s) containing test scores are retained.
 - b. pages containing questions/answers are destroyed.
- B. Materials and procedures used to assess a child with limited English proficiency are selected and administered to ensure that they measure the extent to which the child has a disability and needs special education, rather than measuring the child's English Language skills.
- C. Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.
- D. Tests are selected and administered so as best to ensure that when a test is administered to a child with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure).
- E. No single procedure is used as the sole criterion for determining an appropriate educational program for a student.
- F. The student is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities.
- G. The evaluation must be sufficiently comprehensive to identify all the child's educational needs, whether or not, they link to the child's disability category. [300.532(h)]
- H. Uses technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.
- I. Uses assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the student.
- J. A variety of assessment tools and strategies are used to gather relevant functional and developmental information about the student, including information provided by the parent, that may assist in determining:

334

207

22

CONTINGENCIES

Issue	Required Information
Development and Implementation of IEP 300.342 - 300.350	When IEPs must be in effect IEP/ARD meetings IEP/ARD team Development, review, and revision of the IEP (TAC 89.1050) Content of the IEP: - statement of the child's present levels of educational performance - statement of measurable annual goals, including benchmarks or short term objectives - Statement of the special education and related services and supplementary aides and services to be provided - explanation of the extent, if any, to which the child will participate with non-disabled children with regular class - statement of any individual modifications in the administration of TAAS, alternative tests or district wide assessments of student achievement - projected date for the beginning of services and modifications - statement of how child's progress toward the annual goals will be measured - how parents will be regularly informed of the child's progress Agency responsibilities for transition services IEP accountability

335

215

23

INDIVIDUAL EDUCATIONAL PROGRAM DEVELOPMENT (IEP)**(34CFR §300.342 - §300.347 and §89.1055)****I. CONTENT OF THE I.E.P.**

The Individual Educational Program developed by the Admission, Review, and Dismissal (ARD) committee for each student must:

- be in effect before special education and related services are provided,
- be implemented as soon as possible following the ARD committee meeting,
- be in effect at the beginning of each school year for each student with a disability within our jurisdiction,
- be provided to each general education teacher, or is accessible to all other special education teachers, related service provider, and other service providers who are responsible for its implementation, and
- in addition, each teacher and provider is informed of his/her specific responsibilities related to implementing the child's IEP and the specific modifications, accommodations, and supports that must be provided.

A. The IEP shall include a statement of:

1. the student's present levels of competencies taken from the assessment data This statement shall include:
 - a. present level of educational performance, including strengths and how the student's disability affects the student's involvement and progress in the general curriculum
 - b. physical abilities and disabilities which would affect participation in instructional settings or in physical education;
 - c. behaviors which affect educational placement, programming, or discipline; and
 - d. skills which may be prerequisite to participation in vocational education, when appropriate;
 - e. for preschool children, as appropriate, how the disability affects the child's participation in appropriate activities;
2. measurable annual goals, including benchmarks or short-term objectives, related to -
 - a. meeting the student's needs that result from the student's disability to enable the student to be involved in and progress in the general curriculum (the same curriculum as for nondisabled children) or for preschool children, as appropriate to participate in appropriate activities; and
 - b. meeting each of the student's other educational needs that result from the student's disability;
3. the special education and related services and supplementary aids and services to be provided to the student, or on behalf of the student and a statement of the program modifications or supports for school personnel that will be provided for the student to:
 - a. advance appropriately toward attaining the annual goals;
 - b. be involved and progress in the general curriculum in accordance with A.1.a. above and to participate in extracurricular and other nonacademic activities; and
 - c. be educated and participate with other students with disabilities and nondisabled students in the activities described in 3.a.-b.
 - (§89.1055(a)(1) information to allow for determining the student's eligibility for participation in extracurricular activities;

- 4 an explanation of the extent, if any, to which the student will not participate with nondisabled students in the activities described in 3b. above.
- 5 any individual modifications in the administration of TAAS or district-wide assessments of student achievement that are needed in order for the student to participate in the assessment; and

If the ARD determines that the student will not participate in a particular State or district-wide assessment of student achievement, a statement -

- a. why that assessment is not appropriate for the student;
- b. how the student will be assessed with an alternative assessment; and
- c. the ARD will review the results of the alternative assessment.

6. the results of the student's performance on State/district wide assessment programs;
7. the projected date for the beginning of the services and modifications described in 3. above, and the anticipated frequency, location, and duration of those services and modifications;
 - * the IEP documents the amount of time in general education, special education, and related services
8. how the student's progress toward the annual goals will be measured;
9. concerns of the parents for enhancing the education of their child;
10. how the student's parents will be regularly informed (through such means as periodic report cards), at least as often as parents are informed of their nondisabled students progress, of -
 - a. their student's progress toward the annual goals; and
 - b. the extent to which that progress is sufficient to enable the student to achieve the goals by the end of the year.

11. a statement addressing nonexemption, modification, or exemption from some or all of the criterion-referenced assessment instruments, as appropriate. Modifications of regular classroom procedures, as specified in the student's IEP shall be provided during the testing process in accordance with §101.3. (relating to Testing Accommodations and Exemptions).

- B. For students with visual impairments, the IEP shall also include content required in the Texas Education Code, §30.002(c) (10), assuring that staff assigned to work with the students have prompt and effective access directly to resources available through:

1. cooperating agencies in the area,
2. the Texas School for the Blind and Visually Impaired,
3. the Central Media Depository for specialized instructional materials and aids made specifically for use by students with visual impairments
4. sheltered workshops participating in the state program of purchases of blind-made goods and services, and
5. related sources.

- C. For students with autism, the IEP shall also address the following items in addition to the requirements listed in A. above:

1. extended educational programming;
2. daily schedules reflecting minimal unstructured time;

3. in-home training or viable alternatives;
4. prioritized behavioral objectives;
5. prevocational and vocational needs of students, ages 12 or older;
6. parent training; and
7. suitable staff to student ratio.

If the ARD committee determines that services are not needed in one or more of the areas specified in 1-7 above, the IEP must include a statement to that effect and the basis upon which the determination was made.

D. **Transfer of Rights at Age of Majority.** Beginning at least one year before a student reaches the age of majority under Texas law, the student's IEP must include a statement that the student has been informed of his or her rights under IDEA Part B, if any, that will transfer to the student on reaching the age of majority. These rights include (§300.517):

1. (except for a student with a disability who has been determined to be incompetent under Texas law) the BSACHS will provide any notice to both the individual and the parents; and
2. all other rights accorded to parents under Part B of the Act transfer to the student; and
3. all rights accorded to parents under Part B of the Act transfer to the student who is incarcerated in an adult or juvenile, State, or local correctional institution.; and
4. **Special Rule:** if a student with a disability is determined not to have the ability to provide informed consent with respect to the educational program of the student:
 - a. the parent will be appointed to represent the educational interests of the student throughout the student's eligibility under IDEA.
 - b. if the parent is not available, another appropriate individual will be appointed to represent the educational interests of the student throughout the student's eligibility under IDEA.

E. **IEP Statement of Transition Services** - see page 437

F. **Prisons.** (34 CFR §300.311)

The BSACHS will comply with all federal and State regulations regarding students in adult prisons.

II. I.E.P. DEVELOPMENT (Teacher Responsibilities)

A. **Initial ARD.** The special education teacher responsibilities in the IEP process are to:

1. based on appropriate assessment, complete the draft IEP selecting a minimum of one goal and one objective for each subject or developmental area anticipated; (remember the general education teacher(s) to the extent appropriate, should participate in the development, review, and revision of the student's IEP (see also page 415), and
2. complete the IEP by writing in any individualized items needed:
 - a. complete header information marking DRAFT IEP,
 - b. complete proposed evaluation procedures, and criteria.
3. send draft IEP to the parent at least one week prior to ARD;
4. write the date the IEP is accepted by ARD committee on the IEP during the ARD.
5. make copies of the accepted IEP.
 - a. One copy is to be filed in the student eligibility folder with the completed ARD forms, and
 - b. additional copies will be distributed as needed (i.e., general education teacher copy, etc.).
 - (1) ensure that each IEP is provided to each general education teacher, or is accessible to all other special education teachers, related service providers, and other service providers who are responsible for its implementation;

CONTINGENCIES

Issue	Required Information
Least Restrictive Environment (LRE) Placement 300.550 - 553	General LRE requirements - All placements are made on an individual basis - Continuum of alternative placements - nonacademic settings

VII. A.R.D. DECISIONS

A. Placements (34CFR §300.552 and .553)

In determining the educational placement of a student with a disability, BSACHS ensures that:

1. The placement decision:
 - a. is made by a group of persons, including the parents, and other persons knowledgeable about the student, the meaning of the evaluation data, and the placement options; and
 - b. is made in conformity with the LRE provisions found in this section.
2. The student's placement:
 - a. is determined at least annually;
 - b. is based on the student's IEP; and
 - c. is as close as possible to the student's home
3. Unless the IEP of the student with a disability requires some other arrangement, the student is educated in the school that he or she would attend if nondisabled; and
4. In selecting the LRE, consideration is given to any potential harmful effect on the student or on the quality of services that he or she needs. The following will be considered: increased student frustration/stress, decreased students self-esteem / worth, increased difficulty with distractions/disruptions of regular environment, increased difficulty controlling behavior, increased safety concerns caused by physical aspects, increased difficulty completing tasks, wide difference in developmental levels causes isolation, other considerations specific to the individual.
5. A student with a disability is not removed from education in an age appropriate regular classroom solely because of needed modifications in the general curriculum.

B. Least Restrictive Environment (34CFR §300.550 - .554 and §89.1050b)

The BSACHS will assure that students with disabilities, including students in public or private institutions or other care facilities, are educated with nondisabled students to the maximum extent appropriate to meet the student's individual education program and overall educational needs. In providing programs, services, and activities for students with disabilities, BSACHS shall first consider the least restrictive environment of the general education program.

Special classes, separate schooling or other removal of students with disabilities from the general education environment occurs only when the nature and severity of the disability is such that education in general classes, (including art, music, and PE) with the use of supplementary aids and services, cannot be achieved satisfactorily.

Supplementary aids and services may include but not be limited to: team teaching, content mastery, paraprofessional in the general classroom (less than 50% special education instruction), assistive technology devices, and others as determined by the ARD.

The ARD committee assures:

1. removal will be based on a review of the student's educational status which may include but not be limited to information from district staff, parents, assessment data, grades / achievement data, psychological data, medical data, related services data, or other pertinent information.

2. there is a continuum of services and placements available and alternative placements were tried or considered such as: Chapter 1/compensatory, school health services, bilingual classes, ESL, tutorials, TAAS remediation, Pre-K program, adaptive equipment, or other provisions as determined by the ARD.
3. the student is provided the opportunity to participate in nonacademic and extracurricular activities on the same basis with nondisabled students to the maximum extent appropriate to the needs of that student. If the student is not able to participate, the ARD will specify activities considered and state why the student is excluded based on his/her individual needs and abilities. Nonacademic activities include, but are not limited to, lunch, recess periods, transportation, recreation activities, and assemblies. Extracurricular activities include, but are not limited to, athletics, band, choral groups, and clubs.
4. in selecting the LRE, consideration is given to any potential harmful effect on the student with disabilities if the student is removed from regular class or any potential harmful effect on the quality of services that is needed.
5. In providing programs, services, and activities for students with disabilities, BSACHS shall first consider the general education curriculum and placement and use those resources made available to all students. When appropriate, students receiving special education services shall:
 - a. remain in the general education program with special education support services, supplementary aids, or other special arrangements, if needed;
 - b. be educated to the maximum extent appropriate with students who are not receiving special education services;
 - c. be placed in a program as close as possible to the student's home;
 - d. be provided opportunities to participate in school activities on the same basis as students who are not receiving special education services; and
 - e. be offered an opportunity for interaction on a regular basis with students who are not receiving special education services.

Separate Schooling Outside the General Education Classroom

1. For students receiving special education services outside the regular classroom, the ARD committee will document the following conditions: (TAC §89.1050b)
 - a. a description of previous efforts to educate the student in a general classroom with supplementary aids/services and the reason(s) those efforts were not successful; and
 - b. a description of the ARD committee's consideration of educating the student in a general education environment with supplementary aids and services and the reasons these options were rejected; and
 - c. a description of the behavior improvement program needed by the student and the reasons it cannot be implemented in a general classroom; and
 - d. a description of the instructional methods or the curriculum which the student needs and the reasons it cannot be implemented in a general classroom; and
 - e. a description of the student's disability conditions and educational needs and an explanation of why those disability conditions and educational needs require placement other than in a regular classroom.
2. For students served on a separate campus the ARD committee documented the following conditions:
 - a. a description of the nature and severity of the disability and the reasons the condition could not be accommodated on campuses with students without disabilities; and
 - b. a description of the student's need for special education and related services which cannot be provided on campus with students without disabilities; and

CONTINGENCIES

Issue	Required Information
Transition Services 300.29	- LEA must start addressing transition service needs when student turns 14 by focusing on course of study - Individual Transition Program (ITP) begins at age 16 or younger when appropriate - Any reference to 34 CFR 300.29, TEC 29.011; TAC 89.1110, and the Transition MOU

342

30

CONTINGENCIES

6. The ARD committee will determine the appropriate IEP goals and objectives from the current IEP and amount of services needed to prevent severe/substantial regression
7. The IEP's of students receiving EYS will be reviewed at the beginning of the fall term to determine whether were appropriate to prevent regression, or progress was made (Follow steps 1 - 5 above)

D. Additional Considerations

For some students a regression might be considered substantial even though recoupment occurs in less than six to eight weeks, particularly in critical skill areas such as health and safety, self-help and independent living skills. This must be an educational decision by the ARD committee, based on knowledge of the individual student's needs.

1. EYS services are not automatic year after year. The need must be determined each year by the ARD committee.
2. EYS services to be provided will be determined by the ARD committee for the individual student. Summer school is not synonymous with EYS.
3. Services are not to be provided simply for recreational reasons or because the student would benefit from them or gain new skills.
4. The issue is whether the benefits accrued to the student during the school year on critical goals and objectives will be significantly jeopardized if he is not provided an educational program during the summer months.

VI. TRANSITION (SBOE 89.1110, 34CFR §300.27, 300.344 and 300.346)

A. Definition (34 CFR §300.27)

Transition services means a coordinated set of activities for a student with a disability that:

1. is designed within an out-come oriented process, that promotes movement from school to post-school activities including post-secondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation;
2. is based on the individual student's needs, taking into account the student's preferences and interests; and
3. includes:
Instruction, related services, community experiences, development of employment and other post-school adult living objectives, when appropriate, acquisition of daily living skills and functional vocational evaluation

B. The IEP must include: (34 CFR §300.347)

1. for each student beginning at age 14 and younger if appropriate, and updated annually, a statement of the transition service needs of the student under the applicable components of the student's IEP that focuses on the student's courses of study (such as participation in advanced-placement courses or a vocational education program) ;

Beginning on or before the student's 14th birthday and annually until the student's first ITP is developed, documentation may include;

- a. transition information letter,
- b. transition information brochure, or
- c. mailing lists

CONTINGENCIES

2. for each student beginning at age 16 (or younger, if determined appropriate by the ARD committee), a statement of needed transition services for the student including, if appropriate statement of the interagency responsibilities or any needed linkages
 - * if a participating agency fails to provide an agreed-upon transition service contained in the IEP, the BSACHS will initiate a meeting as soon as possible for the purpose of identifying strategies to meet the transition objectives. (§34 CFR 300.348)
3. If the ARD determines that services are not needed in one or more of these areas: instruction, related services, community experiences, development of employment and other post-school adult living objectives, when appropriate, acquisition of daily living skills and functional vocational evaluation; then - the IEP must include a statement that services are not needed and the basis upon which the determination was made.

C. Transition services participants. (34 CFR §300.345)

The BSACHS will invite a student with a disability of any age if a purpose of the meeting will be the consideration of a statement of transition services needs or statement of needed transition services for the student.

1. If the student does not attend the ITP meeting, other steps will be taken to ensure the student's preferences and interests are considered.
2. a representative of any other agency that is likely to be responsible for providing or paying for transitions services is invited as appropriate,
3. if the agency invited by BSACHS does not send a representative to the ITP meeting, will obtain participation in planning of any transition services.
4. Participation. It is the intent of the participating agencies to provide staff attendance at ITP meetings when appropriate, however, participation may be limited based on local resources and may include one or more of the following: (34 CFR §300.344 (C)(1)(3))
 - (a. local interagency planning groups
 - (b. information packets on local services (or AV presentations)
 - (c. workshop/parent meetings to disseminate information
 - (d. face to face meetings regarding students being jointly served
 - (e. parent to parent training sessions regarding adult services
 - (f. information provided at varying times to accommodate families who cannot attend meetings
 - (g. staff attendance at the ITP meetings
 - (h. acceptance of referrals for consideration of services

D. The Memorandum of Understanding (MOU) on ITP's (SBOE §89.1110)

Students and parents will be equipped with the knowledge and skills needed to empower them to plan for their futures and to make effective use of personal and public resources in achieving independence.

Individual transition planning with individual students will be:

1. collaborative and based on long-range goals and focus on the student's vision for his or her future to include empowerment and inclusion in the community,
2. based on current information regarding the student's knowledge, skills, capabilities, interests, and preferences;
3. a separate document from the IEP and focus on considerations that will have the greatest impact on successful independence and integration in the community. Components will include:

CONTINGENCIES

- a. identifying the student's expectations after exiting school, including post-secondary education, integrated employment, vocational training, continuing and adult education, adult services, independent living, community participation, recreation and leisure, as well as other important life considerations;
 - b. identifying a network of support, such as family, friends, coworkers, agencies, and community resources available to the public, that are needed to achieve the student's desired goals (such as parents, family members, peers, other agencies, etc.);
 - c. identifying when (specific start date of services) and how support services will be provided;
 - d. identifying needed transition services that are a coordinated set of activities including instruction, related services, community experiences, development of employment and other post-school adult living objectives, when appropriate, acquisition of daily living skills and functional vocational evaluation; *(describe participation in activities such as career and technology activities, VAC involvement, community-based instruction, job shadowing, mentoring, home and family living, student development, money management, home economics, economics, and college preparation activities)*;
 - e. identifying time lines, with projected beginning and ending dates for all activities leading toward attaining goals; and
 - f. for students who are incarcerated, identifying the needed transition services to facilitate the transition to the home community and to the receiving school, in addition to the other required components.
- 4. beginning no later than age 16 receiving special education services (or younger, if determined appropriate by the ARD committee);
 - 5. reviewed and necessary revisions or additions made on each ITP at least annually;
 - 6. Initiated by the school district;
 - 7. Participation. Transition planning and annual reviews of the ITP will include the following participants:
 - a. Included will be the student and parent/guardian or surrogate, at least one representative from special education, and one additional representative from general education, special education, or vocational education personnel and representatives of participating agencies.
 - b. other participants may include representatives from community resources that are available to the public and agencies that can assist the student to achieve identified goals. All participants may invite other interested individuals to the meeting.
 - c. ITP participants will be determined annually, based on the individual student's needs and plans for the future, and not solely on the disability.
 - d. if the agency invited by BSACHS does not send a representative to the ITP meeting, will obtain participation in planning of any transition services.
Participation by agency staff may be limited based on local resources and may include one or more of the following:
 - (1. local interagency planning groups
 - (2. information packets on local services (or AV presentations)
 - (3. workshop/parent meetings to disseminate information
 - (4. face to face meetings regarding students being jointly served
 - (5. parent to parent training sessions regarding adult services
 - (6. information provided at varying times to accommodate families who cannot attend meetings
 - (7. staff attendance at the ITP meetings
 - (8. acceptance of referrals for consideration of services
 - 8. Participation. Local collaborative planning meetings.
 - a. local collaborative planning groups will develop:

345

439

33

CONTINGENCIES

- (1. common goals, productive working relationships, and a written process for implementing and maintaining effective transition planning
 - (2. Included may be persons with disabilities, their parents or other family members, educators, agencies and/or their contracted providers, community organizations that provide services to the public, representatives from consumer and or advocacy organizations, and business and community leaders
- b. local representatives of agencies and/or their contracted providers should meet with BSACHS staff to develop and implement a plan for agency involvement in transition planning. (include a review of the student's profiles to allow agencies access, before the ITP meeting, to information needed to determine appropriate involvement),
 - c. local coordinated planning, adequate notice, and cooperative scheduling is necessary to promote the availability of personnel to attend ITP meetings, and
 - d. successful ITP's are not predicated on participation of all agencies at all meetings.
9. Relationship of the ITP to the ARD committee process and the IEP.
- a. The ITP will be developed apart from and before the IEP.
The BSACHS will schedule the development and annual review of the ITP immediately before the ARD committee's development and review of the IEP.
or
The BSACHS will schedule the development and annual review of the ITP as a separate meeting held on a day other than the ARD committee meeting day.
 - b. transition services identified in the ITP that are the responsibility of BSACHS will be noted in the student's IEP.
 - (1. for each student beginning no later than age 16 (or younger, if determined appropriate by the ARD committee), the IEP will include a statement of needed transition services that identifies annual goals, short-term objectives, and services
 - (2. it includes instruction, community experiences, the development of employment t and other post-school adult living objectives. If appropriate, the statement will also address the acquisition of daily living skills and functional vocational evaluation. In addition, if appropriate, the IEP will include a statement of each agency's responsibilities before the student leaves the school setting.
 - c. if the IEP requires revision due to the development of the ITP, a new ARD committee meeting must be convened as soon as possible to revise the IEP.
 - d. if the ITP services agreed upon and contained in the IEP are not provided by BSACHS or the agency, and ITP meeting will be convened as soon as possible to identify alternative strategies to meet the transition objectives. An ARD meeting will be held to adjust the IEP to reflect changes in the ITP.

10. ITP Meetings.

The following will occur for each ITP meeting:

- a. 30 day advance notice of the ITP meeting will be provided to those invited. Notice to parents or adult student must include:
 - (1. the purpose, time and location of the meeting (student will be invited)
 - (2. any other agency that will be invited to send a representative
 - if the meeting date is rescheduled, the 30-day notice may be waived if all parties, including the student and the parent, agree.
- b. agency information or written material will be available for all invited. The information will include:

346

440

34

CONTINGENCIES

- (1) identification of services,
- (2) eligibility criteria for services,
- (3) availability of services,
- (4) cost of services,
- (5) how the service may be accessed,
- (6) contact person,
- (7) phone number,
- (8) address, and
- (9) complaint procedures

c. for students who are currently receiving services from agencies.

- (1) the representative from the agency will attend the ITP and review meetings,
- (2) the elements of the ITP to be accomplished by the agency will be included in the individualized plan of service for the student.

d. a copy of the ITP will be given to the student and parent

e. elements of the ITP that are the responsibility of the student and family will be identified at the ITP meeting.

11. Data collection and planning.

Each spring, the BSACHS will provide to all local adult service agencies information regarding students with individual transition plans. The report will identify the number of students by age, gender, ethnicity, disability, and functional level of students with ITP's.

The following will be available for documentation:

1. a mailing list of agencies to which information is sent
2. student information as it is reported to the agencies.

VII. GRADUATION - [SBOE §89.1070]

The secondary program of students receiving special education services shall terminate either with graduation or when the student has mastered the IEP or no longer meets the age requirement for eligibility in the Texas Education Code. A student receiving special education services who has not reached his or her 22nd birthday on September 1 of a scholastic year shall be eligible for services through the end of that scholastic year or until graduation, whichever comes first.

- A. Graduation constitutes a release from services and is a change in placement. A student may be graduated according to the provisions specified in B - D below.
- B. A student receiving special education services may be graduated upon the student's having satisfactorily completed the minimum academic credit requirements for graduation applicable to students in regular education, including satisfactory performance on the exit-level assessment instrument.
- C. A student receiving special education services may also be graduated upon the determination by the ARD committee that the student has completed requirements specified in the IEP including minimum credit requirements which have resulted in one of the following methods:
 - (a. full-time employment, including VAC and vocational education programs, based on the student's abilities and local employment opportunities, in addition to sufficient self-help

347

141

35

CONTINGENCIES

Issue	Required Information
Certified Personnel 300.23; 300.136	- Qualified Personnel - Personnel Standards

CONTINGENCIES

2. Physical education is defined as follows:
 - a. development of physical and motor fitness;
 - b. development of fundamental motor skills and patterns;
 - c. development of skills in aquatics, dance, and individual and group games and sports (including intramural and lifetime sports); and
 - d. includes special physical education, adaptive physical education, movement education, and motor development.
3. Specially designed instruction means adapting as appropriate to the needs of an eligible student, the content, methodology, or delivery of instruction to:
 - a. address the unique needs of the student that result from the student's disability, and
 - b. ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the district that apply to all children.

* Regarding specially designed instruction, the ARD committee will determine if the methodology is indeed a mode of instruction which would be the basis for goals and objectives and in such case should be listed in the IEP or if the method of instruction is specific day to day adjustments in instructional methods which are not a basis for goals.
- B. The term special education includes speech pathology, or related services if the service consists of specially designed instruction, at no cost to the parents, to meet the unique needs of a student with a disability.
- C. The term special education also includes vocational education if it consists of specially designed instruction, at no cost to the parents, to meet the unique needs of a student with a disability.
 1. Vocational education means organized educational programs offering a sequence of courses that are directly related to the preparation of individuals in paid or unpaid employment in current or emerging occupations or for additional preparation for a career requiring other than a baccalaureate or advanced degree.
 2. Such programs shall include competency-based applied learning that contributes to an individual's academic knowledge, higher-order reasoning, and problem-solving skills, work attitudes, general employability skills, and the occupation-specific skills necessary for economic independence as a productive and contributing member of society.
- D. The term special education also includes travel training as described in 34 CFR 300.26.

V. PERSONNEL

- A. **Comprehensive System of Personnel Development** (34CFR 300.135. and §300.221) (see also District Policy)

The TEA has in effect a comprehensive system of personnel development (CSPD) that is designed to ensure an adequate supply of qualified teachers and related service personnel. The BSACHS must have on file with TEA information to demonstrate that all personnel necessary to carry out Part B of the Act are adequately prepared. To the extent BSACHS determines appropriate, we shall contribute to and use the CSPD developed by TEA.

CONTINGENCIES

B. Qualifications of Special Education Personnel (34 CFR §300.136)

The term "qualified" means that a person has met the Texas Education Agency approved or recognized certification, licensing, registration, or other comparable requirements that apply to the area in which he or she is providing special education or related services. For teachers who currently are not certified or licensed for their assignment, there is documentation that required actions for certification/licensure are being taken.

§89.1131

All special education personnel shall be certified, endorsed, or licensed in the area or areas of assignment in accordance with 34 CFR §300.21, §300.136; the TEC §21.002, §21.003, and §21.004; or appropriate state agency credentials.

If a staff member does not have the skills and knowledge needed for the assignment, BSACHS shall make provisions for the person to acquire the necessary skills and knowledge.

Special education personnel may be employed on a full-time or part-time basis.

Teachers who hold a special education certificate or endorsement may be assigned to any level of a basic special education instructional program serving students between the ages of three and twenty-one in accordance with limitations of their certificate, except for the following:

1. Persons assigned to provide speech therapy instructional services must hold pathologist.
2. Teachers holding only a special education endorsement for early childhood education for students with disabilities shall be assigned only to programs serving infants through grade six.
3. Teachers assigned full-time to teaching students who have an orthopedic impairment or other health impaired, with the teaching station in the home or hospital, shall not be required to hold a special education certificate or endorsement as long as the personnel file contains an official transcript indicating that the teacher has completed a three-semester-hour survey course in the education of the students with disabilities and three semester hours directly related to teaching students with physical impairments or other health impairments.
4. Teachers certified in the education of students with visual impairments must be available to students who are visually impaired including deaf-blind through one of the school district's instructional options, a shared service arrangement with other school districts or the education service center. These teachers must attend ARD committee and IFSP meetings when a student, birth through 21 years of age, with a visual impairment, including deaf-blind, is being considered.
5. Teachers certified in deaf or hard of hearing shall be available to students who are deaf or hard of hearing through the Regional Day School Program for the Deaf or through a shared service arrangement with other school districts or the education service center. These teachers must attend ARD committee and IFSP meetings when a student, birth through 21 years of age, with a visual impairment, including deaf-blind, is being considered.
6. Physical education for the students with disabilities is provided, when needed.

350

805

38

CONTINGENCIES

- a. When the ARD committee has made the recommendation and the arrangements are specified in the student's IEP, physical education for students with disabilities may be provided by the following personnel.

- (1. special education instructional or related service personnel who have the necessary skills and knowledge,
- (2. physical education teachers,
- (3. occupational therapists,
- (4. physical therapists, or
- (5. occupational therapy assistants or physical therapy assistants working under supervision in accordance with the standards of their profession.

- b. When physical education instruction is provided by special education personnel, BSACHS will document that the personnel have the necessary skills and knowledge. Documentation may include, but need not be limited to:

- (1. inservice records,
- (2. evidence of attendance at seminars or workshops, or
- (3. transcripts of college courses.

- 7. Teachers assigned full or part-time to instruction of students with visual impairments, including deaf-blind, from birth through the age of two shall be certified in education of students with visual impairments. Teachers assigned full or part-time to instruction of deaf students, including deaf-blind, from birth through age two shall be certified in education for the deaf and severely hard of hearing. *Other certifications for serving these students shall require prior approval from the Texas Education Agency.*

- 8. Teachers with secondary certification with the generic delivery system may be assigned to teach grades 6-12 only.

C. Professional Personnel

- 1. Special education professional support personnel are those non-instructional personnel who perform one of the following functions:

- a. render services to the special education program in support of the instructional program, related services program, and student evaluation services;
- b. provide related services or student evaluation services to eligible students with disabilities; or
- c. direct or supervise the total program.

- 2. Each special education teacher shall have available the services of a special education instructional supervisor, an educational diagnostician, school psychologist, or licensed specialist in school psychology. The special education director may also serve as the special education instructional supervisor if appropriately certified.

Director

The special educational director shall perform administrative managerial duties as needed to fully implement a comprehensive special education program. The administrator shall assume responsibility for coordinating all facets of the special program, including referrals of special education students to and from other agencies, in order to allow a smooth transition from one service to another. The special education director shall provide leadership in the instructional program, and may be responsible for the appraisal process.

351

806

39

CONTINGENCIES

Coordinator

The special education coordinator shall provide leadership in the instructional program and may be responsible for coordination of the appraisal process.

Counselor

The special education counselor shall provide student and parent counseling, individually and in groups, concerning problems resulting from the student's disability. The counselor shall serve as liaison between parent, school, and community agencies. The counselor may assist in the collection and analysis of appraisal data pertaining to sociological variables; the counselor shall coordinate special education counseling with the rest of the school guidance program.

School Psychologist

One primary function of the school psychologist is to serve on the assessment team. The responsibilities of the school psychologist may include: conducting social/emotional assessments; participating in the development of individual educational plans; consulting with teachers, parents and community agencies concerning intervention strategies relating to learning and behavioral problems of students; and planning and managing a program of psychological services for students and parents. Also, attendance at ARD meetings may be necessary to present assessment data from psychological evaluations and screenings.

Licensed Specialist in School Psychology (LSSP)

One primary function of the LSSP is to serve on the assessment team. Responsibilities may include any of the activities described for the school psychologist listed above.

Educational Diagnostician

The educational diagnostician shall be responsible for comprehensive assessments of students referred for special education including the assessment of intelligence and educational functioning, and for the collection and analysis of data pertaining to sociological variables for the student. Educational diagnosticians may provide consultation to teachers, parents, other support personnel, and community agencies including, but not limited to, consultation concerning individual educational plan implementation and strategies for learning. Diagnosticians may also attend the RECRC meetings on assigned campuses.

D. Related Services Personnel

1. The primary function of related service personnel is to implement services for students with disabilities as identified in the student's individual educational plan. Related services personnel may also perform the following functions:
 - a. perform assessments in areas for which they have appropriate training and which are listed on their job description;
 - b. provide assistance to the ARD committee;
 - c. contribute to the development of the IEP; and
 - d. implement transdisciplinary approach in working with teachers, aides, and parents concerning IEP implementation, maintenance, and evaluation.
2. Related services personnel shall meet the following certification or licensure requirements:
 - a. Audiological services shall be provided by a professional who holds certification as an audiologist by the American Speech-Language-Hearing Association.

352

807

40

CONTINGENCIES

- b. Counseling services shall be provided in the area of specialization by a professional who holds one of the following:
 - (1. a valid Texas Education Agency certificate, as a counselor, visiting teacher, school psychologist, or associate psychologist,
 - (2. certification by the Texas State Board of Examiners of Psychologists as a psychologist or Licensed Specialist in School Psychology;
 - (3. licensure by the State Board of Examiners of Professional Counselors; or
 - (4. a master's degree in social work from a recognized institution of higher education;
 - (5. licensure as a certified social worker.
- c. Interpreting services for the deaf shall be provided by an interpreter who is certified by the Registry of Interpreters for the Deaf, or who has a permit from the commissioner of education for not more than three consecutive years.
- d. Medical diagnostic services shall be provided by a licensed physician.
- e. Occupational therapy shall be provided by a professional who is licensed by the Texas Board of Occupational Therapy Examiners. A licensed occupational therapy assistant may provide occupational therapy services under the supervision of a licensed occupational therapist in accordance with the standards of the profession. Occupational therapists may serve as appraisal and consultant staff only to special education and regular education teachers who have students who have been diagnosed by an educational diagnostician to have a severe written expression (handwriting) disability. *In the case of physical therapy and occupational therapy, services for students shall be prescribed by a physician.*
- f. Orientation and mobility instruction shall be provided by a professional who holds at least a bachelor's degree with a major in the field of orientation and mobility instruction and who is certified by the Association for Education and Rehabilitation of the Blind and Visually Impaired.
- g. Physical therapy shall be provided by a professional who holds a licensure by the Texas Board of Physical Therapy Examiners. A physical therapy assistant (LPTA) may provide physical therapy services under the supervision of a licensed physical therapist (LPT) in accordance with the standards of the profession. *In the case of physical therapy and occupational therapy, services for students shall be prescribed by a physician.*
- h. Psychological services shall be provided by a professional who holds a certificate from the Texas State Board of Examiners of Psychologists as a psychologist or Licensed Specialist in School Psychology or a Texas Education Agency certificate as a school psychologist or an Licensed Specialist in School Psychology.
- i. Recreation therapy shall be provided by a professional who holds a degree in therapeutic recreation and is certified by the National Council on Therapeutic Recreation Certification.
- j. School health service shall be provided or supervised by a licensed physician or by a registered nurse (RN) with or without a bachelor's degree.
- k. Social work services shall be provided by one of the following:
 - (1. a professional who holds a master's degree in social work from a recognized institution of higher learning;

CONTINGENCIES

- (2. a professional who holds a bachelor's degree in an appropriate field from a recognized institution of higher learning and who is supervised by a social worker with a master's degree (MSSW),
 - (3. a professional counselor licensed by the State Board of Examiners of Professional Counselors; or
 - (4. a Texas Education Agency certified school psychologist, Licensed Specialist in School Psychology, visiting teacher, or counselor.
- l. Rehabilitation counseling shall be provided by a professional qualified to provide individual or group sessions that focus on career development, employment preparation, achieving independence and integration in the work place and community of a student with disabilities, plus rehabilitation services found under the Rehabilitation Act of 1973, as amended.
 - m. Other related services may be provided with written approval by the Texas Education Agency.

E. Paraprofessional Personnel (§89.1131c)

- 1. Paraprofessional personnel may be assigned to work with eligible students with a disability, special education teachers, and related service personnel. Aides may also be assigned to assist students with special education transportation, serve as a job coach or serve in support of community based instruction. Aides paid from state administrative funds may be assigned to the Special Education Resource System (SERS), Special Education Management System (SEMS), or other clerical or administrative duties.
- 2. BSACHS shall follow the requirements concerning assignment of educational aides and educational secretaries in §137.560 relating to Role Descriptions.
- 3. Certified occupational therapy assistants, physical therapist assistants, and interpreters for the deaf may be employed as aides I, II, III, depending on the nature of the assignment.

VI. CURRICULUM FOR STUDENTS WITH DISABILITIES [see District Policy]

The school district has the responsibility for providing educational and related services to eligible students in the least restrictive environment. Students with disabilities shall have the opportunity to participate in educational programs and activities with non-disabled students to the maximum extent appropriate.

The school district curriculum shall enable each student to acquire knowledge and skills in the basic areas of learning commensurate with the student's needs and abilities. These skills may be attained in the general program of instruction or in a program of special education instruction, as determined by the Admission, Review, and Dismissal committee.

All students, regardless of special need or condition, shall be provided a well-balanced curriculum. The TEKS represent core knowledge, skills, and competencies all students should learn to be effective and productive members of society. Students with special needs shall be instructed in those same TEKS in a manner appropriate to their needs. The TEKS constitute a sound developmental sequence of instruction and their mastery should be the goal for all students, including students with disabilities. Although some students with disabilities will have different learning rates or different levels of mastery, the school district must provide each student with disabilities the opportunity to make satisfactory progress in the essential elements in a manner appropriate to the student's needs. If a student's disability is such that mastery of some or all of the TEKS is inappropriate for that student, the ARD committee has the responsibility to develop an appropriate scope and sequence of skills for

354

809

42

CONTINGENCIES

If a student with a disability is enrolled in a religious or other private school and will receive special education or related services, the BSACHS shall

1. initiate and conduct meetings to develop, review, and revise a services plan for the child, in accordance with the SERVICES PROVIDED section below, and
2. ensure that a representative of the religious or other private school attends each meeting. If the representative cannot attend, the BSACHS shall use other methods to ensure participation by the private school, including individual or conference telephone calls

SERVICES PROVIDED (34 CFR§300.455)

General: The services provided to private school students with disabilities must be provided by personnel meeting the same standards as personnel providing services in the public schools. In addition:

1. private school students with disabilities may receive a different amount of services than students with disabilities in the public school;
2. no private school student is entitled to any service or to any amount of a service the student would receive if enrolled in the public school;
3. services are provided in accordance with a services plan; each private school student with a disability who has been designated to receive services must have a services plan that describes the specific special education and related services that the BSACHS will provide to the student in light of the services that has been determined, through the process described in DETERMINATION OF SERVICES section above (and 34 CFR§300.453), BSACHS will make available to private school students.
4. The services plan must, to the extent appropriate,
 - a. meet the requirements of content in the IEP (300.347), with respect to the services provided; and
 - b. be developed, reviewed, and revised consistent with §300.342 (when IEPs must be in effect) and §300.346 (develop, review, and revision of IEP).

LOCATION OF SERVICE (34 CFR§300.456)

On-site. The services provided private school students with disabilities may be provided on-site at a student's private school, including a religious school, to the extent consistent with law.

General: If necessary for the student to benefit from or participate in the services provided as determined necessary by the ARD, a private school student with a disability must be provided transportation:

1. from the student's school or the student's home to a site other than the private school; and
2. from the service site to the private school, or to the student's home, depending on the timing of the services;
3. BSACHS is not required to provide transportation from the student's home to the private school.
4. COST: If transportation is provided, the cost will be included in calculating whether BSACHS has met the minimum expenditure requirements of 34CFR §300.453 in Section 8 - Administration of this document.

IF F.A.P.E. IS AT ISSUE (34 CFR§300.403)

The Blessed Sacrament Academy Charter High School will follow all rules and regulations regarding child find, referral, procedural safeguards, assessment, and ARD/IEP development in order to offer FAPE.

The BSACHS is not required to pay for the cost of education, including special education and related services, of a student with a disability at a private school or facility if BSACHS made FAPE available to the student and the parents elected to place the student at a private school or facility. However, BSACHS shall include that student in the population whose needs are addressed through all Due Process and Procedural Safeguards measures.

355

418

44

CONTINGENCIES

Disagreements between a parent and BSACHS regarding the availability of a program appropriate for the student (FAPE), and the question of financial responsibility, are subject to due process procedures which may include mediation.

Reimbursements for private school placement. If the parents of a student with a disability, who previously received special education and related services under the authority of a public school, enroll the student in a private elementary or secondary school without the consent of or referral by the public agency, a court or a hearing officer may require the agency to reimburse the parents for the cost of that enrollment if the court or hearing officer finds that the agency had not made FAPE available to the child in a timely manner prior to the enrollment.

Limitation on Reimbursement. The cost of reimbursement described above may be reduced or denied if:

1. at the most recent ARD meeting that the parents attended prior to removal of the student from the school, the parents did not inform the ARD that they were rejecting the placement proposed by the BSACHS to provide FAPE to their child, including stating their concerns and their intent to enroll their child in a private school at public expense, or
2. at least, ten (10) business days (including any holidays that occur on a business day) prior to the removal of the student from the school, the parents did not give written notice to the school of the information described in 1. above, or
3. if, prior to the parents' removal of the student from school, the BSACHS informed the parents, through the notice requirements, of its intent to evaluate the student (including a statement of the purpose of the evaluation that was appropriate and reasonable), but the parents did not make the student available for the evaluation; or
4. upon a judicial finding of unreasonableness with respect to actions taken by the parents.

Exception: Notwithstanding the notice requirement in 1. of this section, the cost of reimbursement may not be reduced or denied for failure to provide the notice if:

- a. the parent is illiterate and cannot write in English;
- b. compliance with 1. would likely result in physical or serious emotional harm to the student;
- c. the school prevented the parent from providing the notice; or
- d. the parents had not received required notice pursuant to federal law.

Complaints (34 CFR §300.457)

Refer to the federal regulations regarding complaints and when due process is inapplicable.

Placed in a Religious or other Private School

If a student is enrolled in a religious or other private school and receives special education or related services from BSACHS, the district will:

1. initiate and conduct meetings to develop, review, and revise an IEP for the student; and
2. ensure that a representative of the religiously-affiliated or other private school attends each meeting. If the representative cannot attend, BSACHS will ensure participation in one or more of the following ways:
 - a. individual or conference telephone calls,
 - b. written correspondence regarding input.

Prisons

FAPE requirements for students with disabilities in adult prisons will be followed according to 34 CFR §300.311. The Blessed Sacrament Academy Charter High School will follow the assessment, procedural safeguards, and ARD/IEP guidelines in conjunction with the specific federal laws pertaining to prisons.

356
45



The State of Texas

Secretary of State

FEB. 5, 2001

CONTINGENCIES

JOSEPH G PENDON
1135 MISSION RD
SAN ANTONIO ,TX 78210

RE:
POK VIDA, INC.
CHARTER NUMBER 01410085-01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD YOUR
ARTICLES OF AMENDMENT.

THE APPROPRIATE EVIDENCE IS ATTACHED FOR YOUR FILES AND THE
ORIGINAL HAS BEEN FILED IN THIS OFFICE.

PAYMENT OF THE FILING FEE IS ACKNOWLEDGED BY THIS LETTER.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.



Henry A. Miller 357
Secretary of State



CONTINGENCIES

The State of Texas

Secretary of State

CERTIFICATE OF AMENDMENT

FOR

PUR VIDA, INC.

FORMERLY

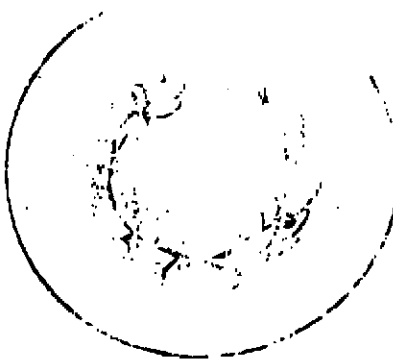
BLESSED SACRAMENT ACADEMY SECOND CHANCE HIGH SCHOOL
CHARTER NUMBER 01410085.

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

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

DATED FEB. 1, 2001

EFFECTIVE FEB. 1, 2001


Henry A. Miller
Secretary of State

358



CONTINGENCIES

1135 Mission Road
San Antonio, Texas 78210-4598

Tel: (210) 532-9161 • Fax (210) 533-5612

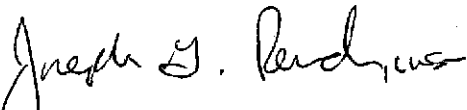
Texas Education Agency
Attn: **Mary Perry**
1701 N. Congress Ave.
Austin, Texas 78701-1494

Dear Mary Perry:

Enclosed is the General Assurance Statement for Special Education Review dated January 30, 2001, as you requested.

If you should need more information please call our office immediately.

Sincerely,


Joseph G. Rendon, LMSW,
Superintendent/Principal

Ta

Faxed: 01-30-01

RECEIVED
FEB 02 2001

359

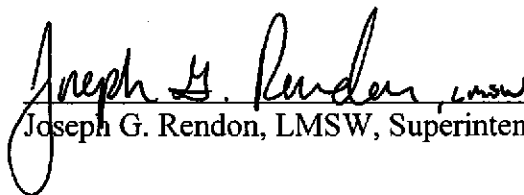


copy to Carolyn
2/7/01

1135 Mission Road
San Antonio, Texas 78210-4598

Tel: (210) 532-9161 • Fax (210) 533-5612

The General Assurance Statement with the official signature of Blessed Sacrament Academy Charter High School representative provides a general assurance that Blessed Sacrament Academy Charter High School will follow all special education guidelines stipulated in the State Board of Education Rules (Texas Administrative Code), Commissioner Rules (Texas Administrative Code), Texas Education Code, State Board of Educator Certification Requirements, Final Regulations (March 1999) of IDEA – Parts 99, 300, & 301, and other applicable laws and regulations related to implementation of special education requirements and the provision of a Free, Appropriate Public Education (FAPE) to students with disabilities. **The Division of Special Education at the Texas Education Agency accepts the statements as a general assurance to follow the special education guidelines, however, this statement does not reflect the division's acceptance of the inaccuracies or deletions in the renewal application.** Furthermore, it is the responsibility of Blessed Sacrament Academy Charter High School to remain in compliance with new revisions and regulations to State Board of Education Rules (Texas Administrative Code), Commissioner Rules (Texas Administrative Code), Texas Education Code, State Board of Educator Certification Requirements, and Final Regulations (March 1999) of IDEA – Parts 99, 300, & 301, and other applicable laws and regulations related to implementation of special education requirements and the provision of a Free, Appropriate Public Education (FAPE) to students with disabilities.


Joseph G. Rendon, LMSW, Superintendent

30 Jan 01
Date

CONTINGENCIES

1135 Mission Road, San Antonio, Texas 78210,
Phone: (210) 532-9161 / Fax: (210) 533-5612

**Blessed Sacrament
Academy Charter
High School**

Fax

To: Mary Perry

From: Mr. Rendon/ta

Fax: 512-463-9732

Pages: 2

Phone:

Date: January 30, 2001

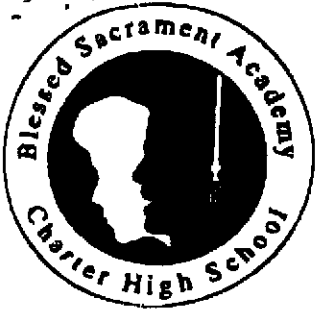
Re: General Assurance Statement for Special CC:
Education Review

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Original documents mailed.

RECEIVED
JAN 30 2001

361

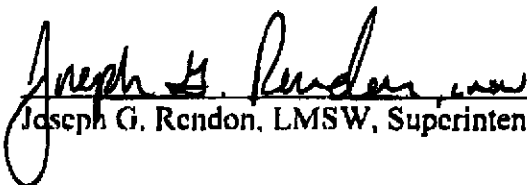


CONTINGENCIES

1135 Mission Road
San Antonio, Texas 78210-4598

Tel: (210) 532-9161 • Fax (210) 533-5612

The General Assurance Statement with the official signature of Blessed Sacrament Academy Charter High School representative provides a general assurance that Blessed Sacrament Academy Charter High School will follow all special education guidelines stipulated in the State Board of Education Rules (Texas Administrative Code), Commissioner Rules (Texas Administrative Code), Texas Education Code, State Board of Educator Certification Requirements, Final Regulations (March 1999) of IDEA – Parts 99, 300, & 301, and other applicable laws and regulations related to implementation of special education requirements and the provision of a Free, Appropriate Public Education (FAPE) to students with disabilities. **The Division of Special Education at the Texas Education Agency accepts the statements as a general assurance to follow the special education guidelines, however, this statement does not reflect the division's acceptance of the inaccuracies or deletions in the renewal application.** Furthermore, it is the responsibility of Blessed Sacrament Academy Charter High School to remain in compliance with new revisions and regulations to State Board of Education Rules (Texas Administrative Code), Commissioner Rules (Texas Administrative Code), Texas Education Code, State Board of Educator Certification Requirements, and Final Regulations (March 1999) of IDEA – Parts 99, 300, & 301, and other applicable laws and regulations related to implementation of special education requirements and the provision of a Free, Appropriate Public Education (FAPE) to students with disabilities.


Joseph G. Rendon, LMSW, Superintendent

30 Jan 01
Date

362

1135 Mission Road, San Antonio, Texas 78210,
Phone: (210) 532-9161 / Fax: (210) 533-5612

governance
provida academy

**Blessed Sacrament
Academy Charter
High School**

CONTINGENCIES

Fax

from Charles
1/31/01
legal only

To: Charles Moody From: Joseph Rendon
Fax: 512-425-3662 Pages: 3
Phone: _____ Date: _____
Re: _____ CC: _____

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Legal Services

Mr. Moody, here are the amendments
that have been completed & submitted
to the Secretary of State.

If you have any questions,
please let me know

Thanks,

Joseph Rendon

210-364-7811

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION OF
BLESSSED SACRAMENT ACADEMY SECOND CHANCE HIGH SCHOOL.**

Pursuant to Section 4.03 of the Texas Non-Profit Corporation Act, Blessed Sacrament Academy Second Chance High School, a non-profit corporation, adopts the following articles of Amendment to its Articles of Incorporation which generally change the name of the corporation and the registered agent, and delete Article Eleven of its Articles of Incorporation:

The following amendments to the Articles of Incorporation were adopted by Blessed Sacrament Academy Second Chance High School on January 30, 2001:

Article One of the Articles of Incorporation of Blessed Sacrament Academy Second Chance High School is hereby amended to read as follows:

The name of the corporation is Por Vida, Inc. (the "Corporation") ✓

Article Five of the Articles of Incorporation of Blessed Sacrament Academy Second Chance High School is hereby amended to read as follows:

The street address of the Corporation's initial registered office is 1135 Mission Road, San Antonio, Texas 78210, and the name of the registered agent is Joseph G. Rendon.

The Articles of Incorporation are hereby amended by *deleting* therefrom Article Eleven in its entirety.

The amendment was adopted in the following manner:

The amendment was adopted at a meeting of the Board of Directors held on January 30, 2001 and received the vote of a majority of the directors in office, there being no members having voting rights in respect thereof.

Dated: Jan 30, 2001

Sr. Odilia Kerenek
Blessed Sacrament Academy Second
Chance High School.

By: Sr. Odilia Kerenek
Director

Blessed Sacrament Academy Second Chance High School

CONTINGENCIES

January 30, 2001

The undersigned being the director of Blessed Sacrament Academy Second Chance High School, hereby certifies that pursuant to article IX of the bylaws of said corporation, it has adopted the following resolutions as the action of the Director of such corporation as of the date shown above:

1. Resolved, That article one of the bylaws of Blessed Sacrament Academy Second Chance High School of San Antonio is hereby amended to read as follows:

The name of the corporation (hereinafter referred to as the "Corporation") is Por Vida, Inc.

2. Resolved, That article VI, Meetings of the Board of Directors, Number 6.2, notice is hereby amended to read as follows:

Notice of all meetings of the Board of Directors of the corporation, stating the time and place of such meeting, shall be given by any officer of the corporation by mailing the same to each director at the address appearing on the records of the corporation. Notice of regular or special meetings shall be given at least five (5) business days prior to the date of the meeting. Notice of a special meeting to be held as a telephone meeting shall be given at least three (3) business days prior to the meeting. All notices for meetings shall be posted at the administrative offices of the corporation.

3. Resolved, That number 6.4 of article VI is hereby deleted.

Dated: Jan 30, 2001

By: Dr. Robert X. Smith
Director



Blessed Sacrament Academy

*to all
division
1/20* CONTINGENCIES

January 16, 2001

Dr. Susan Barnes
TEA Charter Schools Division
1701 N. Congress Ave.
Austin, Texas 78701-1494

RECEIVED
JAN 23 2001

Dear Dr. Barnes:

This letter concerns Blessed Sacrament Academy Charter High School and is consistent with the verbal agreement of the Executive Director of Blessed Sacrament Academy, Inc. with the committee of the State Board of Education which met on January 11, 2001.

Joseph Rendon, Principal/Superintendent of BSA Charter High School spoke with Charles Moody from the TEA legal department concerning this item of discussion. Mr. Moody requested that we send a letter and the enclosed information to the Charter School Division who will then refer it to the TEA legal department.

In light of the previous discussions, Blessed Sacrament Academy, Inc. requests transfer of sponsorship of the Blessed Sacrament Academy Charter High School to the 501© 3 titled Blessed Sacrament Academy Second Chance High School, Inc. --

IN 74-2792474

Taxpayer No. 3-011-9547-0

Incorporating members are: Bert Pfister, Sr. Odilia Korenek, John Cisneros.

Other pertinent materials enclosed are listed below.

Thank you. We appreciate your clarification and counsel.

Sincerely,

Sr. Odilia Korenek
Executive Director

Enclosures: IRS Determination letter re Charter High School as separate 501©3
Determination of lease amount
Articles of Incorporation & By-Laws of 501© 3 – IN 74-2792474
Letter to IRS requesting change of incorporating agent

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
DISTRICT DIRECTOR
1100 COMMERCE STREET
DALLAS, TX 75242-0000

DEPARTMENT OF THE TREASURY

CONTINGENCIES

Date: JAN 29 1997

BLESSED SACRAMENT ACADEMY SECOND
CHANCE HIGH SCHOOL
C/O MR. JOHN CISNEROS
1135 MISSION ROAD
SAN ANTONIO, TX 78212

Employer Identification Number:
74-2792474

Case Number:
756271044

Contact Person:
CUSTOMER SERVICE DIVISION

Contact Telephone Number:
(800) 829-1040

Accounting Period Ending:
Aug. 31

Form 990 Required:
Yes

Addendum Applies:
No

Dear Applicant:

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

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

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

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

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she had knowledge that the Internal Revenue Service had given notice that no longer be classified as a section 509(a)(1) organization.

367

Letter 947 (DO/CG)

BLESSED SACRAMENT ACADEMY SECOND

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

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

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

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

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

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

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are expended only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases

CONTINGENCIES

-3-

BLESSSED SACRAMENT ACADEMY SECOND

where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

If distributions are made to individuals, case histories regarding the recipients should be kept showing names, addresses, purposes of awards, manner of selection, relationship (if any) to members, officers, trustees or donors of funds to you, so that any and all distributions made to individuals can be substantiated upon request by the Internal Revenue Service. (Revenue Ruling 66-304, C.B. 1956-2, page 306.)

Since you have not indicated that you intend to finance your activities with the proceeds of tax exempt bond financing, in this letter, we have not determined the effect of such financing on your tax exempt status.

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

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

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

Sincerely yours,



Bobby E. Scott
District Director

369

Charitable Contributions - Substantiation and Disclosure Requirements

UNDER THE NEW LAW, CHARITIES WILL NEED TO PROVIDE NEW KINDS OF INFORMATION TO DONORS. Failure to do so may result in denial of deductions to donors and the imposition of penalties on charities.

Legislation signed into law by the President on August 10, 1993, contains a number of significant provisions affecting tax-exempt charitable organizations described in section 501(c)(3) of the Internal Revenue Code. These provisions include: (1) new substantiation requirements for donors, and (2) new public disclosure requirements for charities (with potential penalties for failing to comply). Additionally, charities should note that donors could be penalized by loss of the deduction if they fail to substantiate. **THE SUBSTANTIATION AND DISCLOSURE PROVISIONS APPLY TO CONTRIBUTIONS MADE AFTER DECEMBER 31, 1993.**

Charities need to familiarize themselves with these tax law changes in order to bring themselves into compliance. This Publication alerts you to the new provisions affecting tax-exempt charitable organizations. Set forth below are brief descriptions of the new law's key provisions. The Internal Revenue Service plans to provide further guidance in the near future.

Donor's Substantiation Requirements

Documenting Certain Charitable Contributions. — Beginning January 1, 1994, no deduction will be allowed under section 170 of the Internal Revenue Code for any charitable contribution of \$250 or more unless the donor has contemporaneous written substantiation from the charity. In cases where the charity has provided goods or services to the donor in exchange for making the contribution, this contemporaneous written acknowledgement must include a good faith estimate of the value of such goods or services. Thus, taxpayers may no longer rely solely on a cancelled check to substantiate a cash contribution of \$250 or more.

The substantiation must be "contemporaneous." That is, it must be obtained by the donor no later than the date the donor actually files a return for the tax year in which the contribution was made. If the return is filed after the due date or extended due date, then the substantiation must have been obtained by the due date or extended due date.

The responsibility for obtaining this substantiation lies with the donor, who must request it from the charity. The charity is not required to record or report this information to the IRS on behalf of donors.

The legislation provides that substantiation will not be required if, in accordance with regulations prescribed by the Secretary, the charity reports directly to the IRS the information required to be provided in the written substantiation. At present, there are no regulations establishing procedures for direct reporting by charities to the IRS of charitable contributions made in 1994. Consequently, charities and donors should be prepared to provide/obtain the described substantiation for 1994 contributions of \$250 or more.

There is no prescribed format for the written acknowledgement. For example, letters, postcards or computer-generated forms may be acceptable. The acknowledgement does not have to include the donor's social security or tax identification number. It must, however, provide sufficient information to substantiate the amount of the deductible contribution. The acknowledgement should note the amount of any cash contribution. However, if the donation is in the form of property, then the acknowledgement must describe, but need not value, such property. Allocation of the donated property is the responsibility of the donor.

CONTINGENCIES

The written substantiation should also note whether the donor provided any goods or services in consideration, in whole or in part, for the contribution and, if so, must provide a description and good-faith estimate of the value of the goods or services. In the new law these are referred to as "quid pro quo contributions."

Please note that there is a new law requiring charities to furnish disclosure statements to donors for such quid pro quo donations in excess of \$75. This is addressed in the next section regarding Disclosure By Charity.

If the goods or services consist entirely of intangible religious benefits, the statement should indicate this, but the statement need not describe or provide an estimate of the value of these benefits. "Intangible religious benefits" are also discussed in the following section on Disclosure By Charity. If, on the other hand, the donor received nothing in return for the contribution, the written substantiation must so state.

The present law remains in effect that, generally, if the value of an item or group of like items exceeds \$5,000, the donor must obtain a qualified appraisal and submit an appraisal summary with the return claiming the deduction.

The organization may either provide separate statements for each contribution of \$250 or more from a taxpayer, or furnish periodic statements substantiating contributions of \$250 or more.

Separate payments are regarded as independent contributions and are not aggregated for purposes of measuring the \$250 threshold. However, the Service is authorized to establish anti-abuse rules to prevent avoidance of the substantiation requirement by taxpayers writing separate smaller checks on the same date.

If donations are made through payroll deductions, the deduction from each paycheck is regarded as a separate payment.

A charity that knowingly provides false written substantiation to a donor may be subject to the penalties for aiding and abetting an understatement of tax liability under section 6701 of the Code.

Disclosure by Charity of Receipt of Quid Pro Quo Contribution

Beginning January 1, 1994, under new section 6115 of the Internal Revenue Code, a charitable organization must provide a written disclosure statement to donors who make a payment, described as a "quid pro quo contribution," in excess of \$75. This requirement is separate from the written substantiation required for deductibility purposes as discussed above. While, in certain circumstances, an organization may be able to meet both requirements with the same written document, an organization must be careful to satisfy the section 6115 written disclosure statement requirement in a timely manner because of the penalties involved.

A quid pro quo contribution is a payment made partly as a contribution and partly for goods or services provided to the donor by the charity. An example of a quid pro quo contribution is where the donor gives a charity \$100 in consideration for a concert ticket valued at \$40. In this example, \$60 would be deductible. Because the donor's payment (quid pro quo contribution) exceeds \$75, the disclosure statement must be furnished, even though the deductible amount does not exceed \$75.

Separate payments of \$75 or less made at different times of the year for separate fundraising events will not be aggregated for purposes of the \$75 threshold. However, the Service is authorized to develop anti-abuse rules to prevent avoidance of this disclosure requirement in situations such as the writing of multiple checks for the same transaction.

The required written disclosure statement must:

- (1) inform the donor that the amount of the contribution that is de-



CONTINGENCIES

Blessed Sacrament Academy

Memorandum: September 16, 1996
Joe Martin, Attorney
Akin, Gump, Strauss, Hauer, Feld, LLP
FAX: 224-2035
Re: Lease

As per my conversation with several parties:

Realtors give a figure of \$1.75 per square foot for this area of town for lease of building for educational purposes.

Jose De Lara, State Commissioner of Education (District 3) spoke with TEA. They said there was no figure given. It comes from the ADA monies as agreed upon between the two parties preparing the lease.

The amount of space being leased is:

High School building	14,000 sq. ft.
Gym	7,000 sq. ft.
Kitchen & Dining area	1,500 sq. ft.
Total:	22,500 sq. ft.

$22,500 \times \$1.75 = \$39,375.00$ per month

Lease includes all furniture and equipment.

Agreed upon and budgeted as a workable lease amount: \$8000.00 per month

BSA, Inc. contribution per month: \$31,375.00

Thank you.

Sr. Odilia Korenek
Executive Director



CONTINGENCIES

Blessed Sacrament Academy

Note: January 17, 2001
Sr. Odilia Korenek
President - BSA, Inc.

Summary Addendum of monthly lease arrangements between Blessed Sacrament Academy, Inc. and the separate 501© 3 Blessed Sacrament Academy Second Chance High School. Agreements adjusted as per financial needs of Charter High School

1996-97	\$8000.00 per month
1997-mid 99	\$00.00 as per agreement between Executive of BSA, and Second Chance High School Principal/Superintendent during time of financial need of charter program.
1999	\$3000.00 as Charter High became solvent
1999-2000	\$3000.00
2000-2001	\$3,500.00 Added free standing 1,015 sq. foot building for Science Lab to the high school lease.

Sr. Odilia Korenek

FILED
In the Office of the
Secretary of State of Texas
AUG 09 1996
CONTINGENCIES
Corporations Section

ARTICLES OF INCORPORATION
OF

BLESSED SACRAMENT ACADEMY SECOND CHANCE HIGH SCHOOL

* * *

ARTICLE 1

The name of the corporation is Blessed Sacrament Academy Second Chance High School (the "Corporation").

ARTICLE 2

The Corporation is a nonprofit corporation.

ARTICLE 3

The period of duration of the Corporation is perpetual.

ARTICLE 4

The purposes for which the Corporation is organized are:

4.1 To operate exclusively for charitable, scientific, literary or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

4.2 To receive and maintain a fund or funds of real or personal property, or both, and subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the net income therefrom and the principal thereof exclusively for charitable, scientific, literary or educational purposes, either directly or by contributions to organizations that

CONTINGENCIES

qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

4.3 In carrying out its purposes, no part of the net earnings of the Corporation shall inure to the benefit of any director or officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation in furtherance of one or more of its exempt purposes) and no director or officer of the Corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Corporation.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the Corporation shall not participate in, or intervene in (including the publication or distribution of any statement) any political campaign on behalf of any candidate for public office.

4.4 Notwithstanding any other provision herein, the Corporation shall not conduct any other activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. In order to further and accomplish its purposes as set forth above, the Corporation shall be authorized to do any and all acts and things and to exercise any and all powers of which it may now or hereinafter be lawful for the Corporation to do or exercise under and pursuant to the laws of the State of Texas.

CONTINGENCIES

ARTICLE 5

The street address of the Corporation's initial registered office is 1135 Mission Road, San Antonio, Texas 78210, and the name of its initial registered agent at such address is John Steven Cisneros.

ARTICLE 6

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

John Steven Cisneros-
127 Woley Drive
San Antonio, Texas 78228

Sister Odilia Korenek
1135 Mission Road
San Antonio, Texas 78210

Bert Pfiester
108 W. Summit Avenue
San Antonio, Texas 78212

ARTICLE 7

The Corporation does not and will not have members.

ARTICLE 8

A director of the Corporation shall not be liable to the Corporation for monetary damages for an act or omission in the director's capacity as a director unless the act or omission is found to constitute any of the following:

CONTINGENCIES

8.1 A breach of the director's duty of loyalty to the Corporation;

8.2 An act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;

8.3 A transaction from which the director received an improper benefit whether or not the benefit resulted from an action taken within the scope of the director's office; or

8.4 An act or omission for which liability of a director is expressly provided by applicable statute.

ARTICLE 9

The Corporation will indemnify each director of the Corporation to the maximum extent permitted by Section 2.22A of the Texas Non-Profit Corporation Act, as amended, or any successor statute.

ARTICLE 10

Upon dissolution of the Corporation, its assets remaining after satisfying its liabilities and obligations and returning, transferring or conveying assets which are required to be returned, transferred or conveyed upon dissolution shall be distributed only for tax exempt purposes to one or more organizations which are exempt under Section 501(c)(3) or described in Section 170(e)(1) or (2) of the Internal Revenue Code of 1986, as amended, pursuant to

CONTINGENCIES

a plan of dissolution and distribution adopted by the directors of the Corporation.

ARTICLE 11

Any action which must or may be taken at any annual or special meeting of the directors or committee members may be taken without a meeting, without prior notice and without a vote, if a consent or consents are signed by the number of directors or committee members whose vote would be necessary to take action at a meeting at which all such persons entitled to vote were present and voted. Each written consent must bear the date of signature of each person signing it. A consent signed by less than all of the directors or committee members is not effective to take the intended action unless consents, signed by the required number of persons, are delivered to the Corporation within 60 days after the date of the earliest dated consent is delivered to the Corporation. Delivery must be made by hand, or by certified or registered mail, return receipt requested. The delivery may be made to the corporation's registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent having custody of books in which the relevant proceedings are recorded. If the delivery is made to the Corporation's principal place of business, the consent must be addressed to the president or principal executive officer.

The Corporation will give prompt notice of the action taken to persons who do not sign consents. If the action taken requires documents to be filed with the secretary of state, the filed

CONTINGENCIES
documents will indicate that the written consent procedures have been properly followed.

A telegram, telex, cablegram, or similar transmission by a director or committee member, or photographic, facsimile, or similar reproduction of a signed writing is to be regarded as being signed by the director or committee member.

ARTICLE 12

The name and address of the incorporator is:

John Steven Cisneros
127 Woley Drive
San Antonio, Texas 78228

EXECUTED this 30 day of July, 1996.

John Steven Cisneros
John Steven Cisneros, Incorporator

CONTINGENCIES

CONSENT

Blessed Sacrament Academy hereby consents to the incorporation of a non-profit corporation under the name "Blessed Sacrament Academy Second Chance High School" by John Steven Cisneros.

BLESSED SACRAMENT ACADEMY

By: Dr. Odilia Korenek
Name: SR. Odilia KORENEK
Title: President & CEO



CONTINGENCIES

The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

BLESSED SACRAMENT ACADEMY SECOND CHANCE HIGH SCHOOL
CHARTER NUMBER 01410085

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

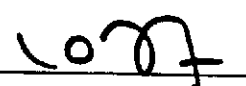
ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

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

DATED AUG. 9, 1996

EFFECTIVE AUG. 9, 1996




Antonio O. Garza, Jr., Secretary of State

379

Second Chance High School
1135 Mission Road
San Antonio, Texas 78210
T.I.N. 74-2792474
Attachment to Form 1023

CONTINGENCIES

The State of Texas

Secretary of State

AUG. 12, 1996

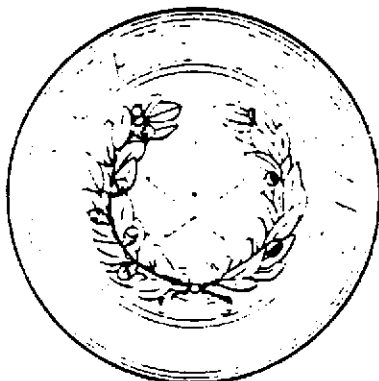
JOE C. MARTIN, IV/AKIN, GUMP, STRAUSS ET AL
300 CONVENT STREET, 1500 NATIONSBANK PLAZA
SAN ANTONIO ,TX 78205

RE:
BLESSED SACRAMENT ACADEMY SECOND CHANCE HIGH SCHOOL
CHARTER NUMBER 01410085-01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

AS A CORPORATION, YOU ARE SUBJECT TO STATE TAX LAWS. SOME NON-PROFIT CORPORATIONS ARE EXEMPT FROM THE PAYMENT OF FRANCHISE TAXES AND MAY ALSO BE EXEMPT FROM THE PAYMENT OF SALES AND USE TAX ON THE PURCHASE OF TAXABLE ITEMS. IF YOU FEEL THAT UNDER THE LAW YOUR CORPORATION IS ENTITLED TO BE EXEMPT YOU MUST APPLY TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE EXEMPTION. THE SECRETARY OF STATE CANNOT MAKE SUCH DETERMINATION FOR YOUR CORPORATION.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.



VERY TRULY YOURS,


Antonio O. Garza, Jr., Secretary of State

380

Blessed Sacrament Academy
Second Chance High School
1135 Mission Road
San Antonio, Texas 78210
T.I.N. 74-2792474
Attachment to Form 1023

CONTINGENCIES

BYLAWS

OF

BLESSED SACRAMENT ACADEMY SECOND CHANCE HIGH SCHOOL

ARTICLE I
NAME

The name of the corporation (hereinafter referred to as the "Corporation") is Blessed Sacrament Academy Second Chance High School.

ARTICLE II
OFFICE

The principle business office of the Corporation shall be located at 1135 Mission Road, San Antonio, Texas 78210. The location of such principal office may be changed from time to time by the Directors of the Corporation.

ARTICLE III
ACTIVITIES

The Corporation's operations shall be confined to the purposes set forth in the Articles of Incorporation of the Corporation.

ARTICLE IV
MEMBERS

The Corporation shall not have members.

ARTICLE V
BOARD OF DIRECTORS

5.1 Governing Body. The Board of Directors of the Corporation shall constitute its governing body and shall have such powers and authority as shall be conferred upon the Directors by the Certificate of Incorporation, the Bylaws and the general law of the State of Texas.

5.2 Number and Qualifications of Directors. The Board of Directors of the Corporation shall consist of three (3) Directors, but the number of Directors may be increased or decreased from time to time by a majority of the Directors then serving as long as the number is not less than three (3). Each Director shall serve until his or her successor has been elected.

CONTINGENCIES

5.3 Election of Directors. Vacancies on the Board of Directors shall be filled by the majority vote of Directors at any meeting at which a quorum is present.

5.5 Resignation and Removal. The Board of Directors may accept the resignation of any Director which is submitted in writing at any meeting of the Board. The Board of Directors may remove any Director from membership by majority vote.

ARTICLE VI
MEETINGS OF THE BOARD OF DIRECTORS

6.1 Number, Date and Place. The Corporation shall hold at least one (1) annual meetings of the Board of Directors in each calendar year. Special meetings of the Board of Directors may be called by the President or by at least a majority of the Directors then holding office. All meetings of the Board shall be held at the principal office of the Corporation at a time designated by the President unless otherwise directed by the Board of Directors and stated in the notice of meeting.

6.2 Notice. Notice of all meetings of the Board of Directors of the Corporation, stating the time and place of such meeting, shall be given by any officer of the Corporation by mailing the same to each Director at the address appearing on the records of the Corporation. Notice of regular or special meetings shall be given at least five (5) days prior to the date of the meeting. Notice of a special meeting to be held as a telephone meeting shall be given at least three (3) business days prior to the meeting. No notice need be given to any Director from whom a written waiver of notice has been received.

6.3 Quorum. A quorum of the Board of Directors shall be a majority of the Board of Directors.

6.4 Action Without a Meeting. Any action which must or may be taken at any annual or special meeting of the directors or committee members may be taken without a meeting, without prior notice and without a vote, if a consent or consents are signed by the number of directors or committee members whose vote would be necessary to take action at a meeting at which all such persons entitled to vote were present and voted. Each written consent must bear the date of signature of each person signing it. A consent signed by less than all of the directors or committee members is not effective to take the intended action unless consents, signed by the required number of persons, are delivered to the Corporation within 60 days after the date of the earliest dated consent is delivered to the Corporation. Delivery must be made by hand, or by certified or registered mail, return receipt requested. The delivery may be made to the corporation's registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent having custody of books in which the relevant proceedings are recorded. If the

CONTINGENCIES

delivery is made to the Corporation's principal place of business, the consent must be addressed to the president or principal executive officer.

The Corporation will give prompt notice of the action taken to persons who do not sign consents. If the action taken requires documents to be filed with the secretary of state, the filed documents will indicate that the written consent procedures have been properly followed.

A telegram, telex, cablegram, or similar transmission by a director or committee member, or photographic, facsimile, or similar reproduction of a signed writing is to be regarded as being signed by the director or committee member.

6.5 Telephone Meeting. Subject to the provisions of these Bylaws for notice of meetings, members of the Board of Directors of the Corporation and members of any committee designated by the Board may participate in and hold a meeting of the members of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 6.5 shall constitute presence in person at such meeting, except for a person who participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VII OFFICERS

7.1 Officers. The officers of the Corporation shall be a President, Vice-President, Secretary and a Treasurer. The Board of Directors may also appoint such other officers and assistant officers as may be deemed necessary from time to time. Any person may hold more than one office provided that the duties thereof can be consistently performed by the same person, provided, however, that no one person shall at the same time hold the two offices of President and Vice President or the two offices of President and Secretary. Officers are not required to be members of the Board of Directors.

7.2 Election. The officers shall be elected by the Directors of the Corporation and shall hold office until their successors have been elected and have qualified.

7.3 Removal. Any officer may be removed at any time, with or without cause, by a majority of the Board of Directors at any meeting of the Board.

7.4 President. The President shall preside at all meetings of the Board of Directors of the Corporation and shall be the chief executive officer of the Corporation, performing all of the duties

CONTINGENCIES

commonly incident to this office and such other duties as the Board of Directors shall designate from time to time.

7.5 Vice President. The Vice President, if any, shall be vested with all of the powers and shall perform all of the duties of the President in case of the absence or disability of the President, and shall have such other powers and perform such other duties as the Board of Directors shall designate from time to time.

7.6 Secretary. The Secretary shall keep accurate minutes of all meetings of the Board of Directors, shall perform all the duties commonly incident to this office and shall perform such other duties and have such other powers as the Board of Directors shall designate from time to time. In the absence of a separately appointed Treasurer, the Secretary shall also perform the duties commonly incident to the office of Treasurer.

7.7 Treasurer. The Treasurer shall keep or cause to be kept full and accurate records of all receipts and disbursements in the financial books of the corporation and shall perform such other duties concerning the collection, custody and disbursement of the funds and other property of the corporation as the Board of Directors may assign. The Treasurer shall render a full, written report of the financial condition of the Corporation to the Board of Directors at each annual meeting thereof. If required by the Directors, the Treasurer shall give to the corporation a bond in a sum determined by the Directors, conditioned on the faithful performance of the duties of Treasurer and for the restoration to the Corporation in case of the Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, or other property of any kind whatsoever belonging to the Corporation.

7.8 Vacancy. If any office shall become vacant by reason of death, resignation, removal or otherwise, the Board of Directors shall appoint a successor or successors.

7.9 Compensation. The officers of the Corporation shall perform the normal duties associated with their respective offices without compensation. Officers may be compensated for services rendered to the Corporation if, and only if, two-thirds (2/3) of all the Directors then holding office determine before such services are performed that the services are extraordinary in scope and also establish, before the services are performed, the amount to be paid to the officer for the full and proper performance of such services.

7.10 Delegation of Powers. In the event of the absence or disability of any officer of the Corporation, the Board of Directors may delegate the powers and duties of such officer for the time being to any other officer or officers.

CONTINGENCIES

**ARTICLE VIII
INDEMNIFICATION**

The Corporation will indemnify each director of the Corporation to the maximum extent permitted by Section 2.22A of the Texas Non-Profit Corporation Act, as amended, or any successor statute.

**ARTICLE IX
AMENDMENTS**

These Bylaws may be amended at any meeting of the Board of Directors at which a quorum of the Board is present, by a majority vote of the Directors present, provided that notice of the proposed amendment or amendments shall have been given in the notice of such meeting. Notice of proposed amendments shall be given to the Directors at least ten (10) days prior to the meeting.

CONTINGENCIES

CERTIFICATION

I, Bert Pfiester, certify that the foregoing document constitutes the Bylaws of Blessed Sacrament Academy Second Chance High School, a Texas non-profit corporation, and were adopted pursuant a unanimous written consent in lieu of organizational meeting of the Board of Directors of Blessed Sacrament Academy under the provisions of Article 9.10 of the Texas Non-Profit Corporation Act.

Bert Pfiester
Bert Pfiester, Secretary



COMPTROLLER OF PUBLIC ACCOUNTS
STATE OF TEXAS

AUSTIN, TEXAS 78774-0100 CONTINGENCIES

March 31, 1997

Joe C. Martin, IV
Akin, Gump, Strauss, Hauer, & Feld, LLP
1500 Nationsbank Plaza
300 Convent St.
San Antonio, TX 78205-3701

Dear Mr. Martin:

I am pleased to report that Blessed Sacrament Academy Second Chance High School, Taxpayer No. 3-01188-9547-0, qualifies for exemption from franchise tax effective August 9, 1996. Since the account is in the process of being updated, you should disregard any franchise tax notices for periods covered by the exemption. In the event we have reason to believe the organization no longer qualifies for exemption, we will notify the registered agent that the exempt status is under review.

This corporation also qualifies for exemption from the state and local sales taxes effective August 9, 1996 as a 501(c)(3) organization. It may now issue an exemption certificate in lieu of the sales tax on taxable items if they relate to the purpose of the exempt organization and are not used for the personal benefit of a private stockholder or individual. The certificate does not require a number to be valid and may be reproduced in any quantity.

The organization has further been classified as an educational organization effective the date of this letter, and therefore, is entitled to an exemption from the state portion of the hotel occupancy tax as of this date.

An employee, traveling on official business for the organization, may issue a hotel exemption certificate instead of paying the state hotel tax.

Copies of acceptable exemption certificates are attached. You may reproduce the certificates in any quantity.

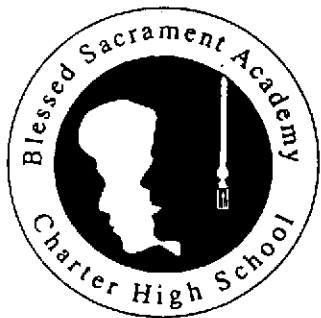
If the organization makes any sales of taxable items or services, please contact our Tax Assistance Section at 1-800-252-5555 to determine if a sales tax permit is needed. The regular number is 512/463-4600.

If the organization changes its name, registered agent or registered office address, it is required to notify the Secretary of State.

If you have any questions, please call me toll free at 1-800-531-5441, extension 3-4726. My direct number is 512/463-4726.

Sincerely,

Judy Evanicky
Judy Evanicky
Exempt Organizations Section



CONTINGENCIES

1135 Mission Road
San Antonio, Texas 78210-4598

Tel: (210) 532-9161 • Fax (210) 533-5612

January 17, 2001

IRS
Room 4010
P.O. Box 2508
Cincinnati, Ohio 45201

Dear IRS Representative:

Blessed Sacrament Academy Second Chance High School, Inc. a 501© 3
IN 74-2792474.

whose incorporating members are: Bert Pfister, Sr. Odilia Korenek, John Cisneros

Requests two (2) changes:

Change in Directors

Director John Cisneros is no longer part of this incorporation. The new Director is:

Joseph Rendon
410 Taft Blvd
San Antonio, Texas 78225

Change of incorporated name

The Directors of Blessed Sacrament Academy Second Chance High School, Inc. request that this name be changed to Por Vida, Inc.

Thank you for your attention to these requests.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sr. Odilia Korenek".

Sr. Odilia Korenek
Director

A handwritten signature in cursive script, appearing to read "Bert Pfister".

Bert Pfister
Director

Table of Content

<u>Sections</u>	<u>Subject</u>
A	Corrected Actions Needed
B	Student Tracking Sheet
C	S3 (a), (b)
D	S10 (a)
E	S11.2 (a)
F	S11.3 (a)
G	S13 (a)
H	S14.4 (a)
I	S14.5 (a)
J	S14.10
K	S15 (a), (c)
L	S15 (m & r)
M	S17 (a)
N	S27 (a)
O	S28 (a)
P	S35 (f)

Section A

January 12, 2001

Page 1

CONTINGENCIES

**Blessed Sacrament Academy Charter School
Corrective Actions Needed****S3 (a), (b)**

BSA needs to send copies of policies, procedures, and guidelines regarding surrogate parents, specifically when no parent can be identified and ensuring the surrogate has no interest that conflicts with the interest of the student. Also, submit training's that have taken place for surrogate parents. If this is handled through the Cooperative then send a copy of the Co-op policy and procedures included names of the surrogates and training provided.

S10 (a)

BSA needs to send copies of policies, procedures, and guidelines; that outline assistive technology. More specifically, that AT is being addressed through the ARD process and the procedures for referring a student to the ESC 20 for evaluation. If this is handled through the Cooperative then send a copy of the Co-op policy and procedures

S11.2 (a)

BSA need to send notices of assessment in native language or other mode of communications of the parent or adult student for students coded BG3 and BG4. If this is not applicable for these two students, please replace with two other students if possible and submit copy of the forms.

S11.3 (a)

BSA needs to submit the most recent ARD notices which includes the date of the meeting for students coded BG2, BG3, and RG4.

S13 (a)

BSA needs to submit assessment reports that are no more than 3 years old for students coded BG1, BG2, and BG4. If the students are no longer at BSA then replace with another students.

S14.4 (a)

BSA needs to submit eligibility documentation for emotional disturbance that states the student coded BG2 exhibits one or more characteristics. If the student is no longer there, then replace with another student.

S14.5 (a)

BSA needs to submit eligibility supplement for learning disability to ensure intellectual functioning is based on a standardized intelligence test, which shows the student to be functioning above the mental retardation range for students coded BG1, BG2, and BG4. If the students are no longer there, then replace with other students.

S14.10

BSA needs to submit the other health impaired eligibility for students coded BG4 signed by the physician that addresses limited strength that affects educational performance

CONTINGENCIES

January 12, 2001
Page 2

S15 (a), (c), (m), (r)

For (a & c), BSA needs to submit a current admission, review, and dismissal (ARD) and the second ARD for transfer students for students coded BG1, BG2, and BG4.

For (m & r), BSA needs to submit individualized education program (IEPs) reports for students coded BG3, BG5, BG6 that include statements related to meeting the child's needs that result from the disability with beginning dates and modifications, frequency, location and duration.

S17 (a)

BSA needs to submit ARDs for students coded BG1, BG2, and BG4 which documents that the IEP addresses non-exemption, modification/accommodations, or exemptions from some or all of the states criterion referenced tests.

S27 (a)

BSA needs to submit policies, procedures to ensure there is a system to track students to do individual transition plans (ITPs) by 16th birthday and submit ITPs for students' BG1, BG2, BG3, BG4, BG5, and BG6.

S28 (a)

BSA needs to submit certification of special education teachers and date of hire.

S35 (f)

BSA needs to submit a budget that reflects special education monies.

Section B

D

D

Section C

S3 (a), (b)

**POLICIES, PROCEDURES, AND GUIDELINES REGARDING
SURROGATE PARENTS, SPECIFICALLY WHEN NO PARENT
CAN BE IDENTIFIED AND ENSURING THE SURROGATE HAS
NO INTEREST THAT CONFLICTS WITH THE INTEREST OF THE
STUDENT. SURROGATE PARENT TRAINING, TRAINING
PACKET ENCLOSED. COPY OF CO-OP POLICY AND
PROCEDURES.**

CONTINGENCIES

- (1. of the categories of information that it has designated as directory information,
 - (2. of the right of the parent to refuse to permit the release of any or all of that information, and
 - (3. of the period of time within which the parent must inform the district in writing that such directory information not be released.
3. **Student Rights:** Whenever a student has attained eighteen (18) years of age and is no longer dependent or is attending an institution of post-secondary education, the permission or consent required of, and the rights accorded to, the student's parent under this policy shall only be required of and accorded to the student.
 4. **Assessment Instruments:** The results of individual student performance on assessment instruments are confidential and may be made available only to the student, the student's parent or guardian, and to the school personnel directly involved with the student's education. However, overall student performance data may be aggregated and made available to the public with appropriate interpretations, at regularly scheduled Board meetings. Such information may not contain names of individual students or teachers.
 5. **Notification of Rights:** The BSACHS shall give parents of students in attendance, or eligible students in attendance, notification of their rights under the Family Educational Rights and Privacy Act of 1974, and of the locations where copies of the district's policy may be located, including notice of the right to file complaints concerning alleged failures by BSACHS to comply with the provisions of the Act. Parents of students identified as having a primary language other than English shall be notified in that language. Notices in English and Spanish to be posted in each school have been distributed to the building principals. Copies of the notices are available in the special education office.

VIII. SURROGATE PARENT (34 CFR §300.515)

A. Definition

As the term applies to the BSACHS, a surrogate parent is an individual who represents and protects the educational interests of a potential or identified student with a disability. A surrogate parent will be assigned for a student with a disability:

1. whose parent cannot be identified;
2. whose parents, after reasonable efforts, cannot be located; or
3. who is a ward of the State of Texas or the parental rights have been terminated under the Texas Family Code. (If the public agency responsible for the student's education has been appointed "managing conservator" of the student, the student is a "Ward of the State". The appointment of a surrogate is then required.
ex. TDHR is managing conservator if there is a TDHR foster parent, usually the foster parent is appointed as the surrogate.) A copy of the court order should be maintained in the special education eligibility folder.

Unless parental rights have been terminated under the Texas Family Code, parents do not lose their rights to participate in the educational process of their children. Appointment may be made for students 18-22 in some instances if needed to assure that the student receives a free appropriate public education (FAPE).

B. Responsibilities

The responsibilities of the surrogate parent are to:

1. represent the child in the process of identification, evaluation, educational placement, and the provision of a free appropriate public education;
2. attend training provided for surrogate parents by the BSACHS;
3. learn the student's needs;
4. learn the student's educational background;
5. learn the nature of the student's disability;
6. know the child; and
7. serve the child's educational interests.
8. participate in the student's ARD/IEP,
9. examine education records,
10. receive notice, grant consent, and
11. invoke due process to resolve differences if they occur.

C. Assurances

Assurances which must be made by the individual selected to serve as a surrogate parent to a BSACHS child are as follows:

1. The individual may have no personal or professional interest which conflicts with the interest of the child the surrogate parent represents;
2. The individual may not be an employee of the BSACHS, the school district or of any other public agency responsible for or involved in the education or care of the child the surrogate parent represents;
3. The individual must have knowledge and skills that insure adequate representation of the child;
4. The individual must be a resident of the member school district where the student attends, and
5. The BSACHS may select as a surrogate a person who is an employee of a nonpublic agency that only provides non-educational care for the child and who meets the standards in #1-4 above.

D. Compensation

A person who otherwise qualifies as a surrogate parent is not an employee of BSACHS solely because he or she is paid by BSACHS to serve as a surrogate parent.

E. Application and Training Procedures

To become a surrogate parent, an interested individual makes application through the Special Education Director.

1. The Special Education Director follows BSACHS procedures which include:
 - a. giving surrogate parent an application form;
 - b. checking the application for completion including personal or employer references when the form is returned;
 - (1. If the application is not approved, the applicant is notified by the Special Education Director.
 - (2. If the application is approved, the Special Education Director or designee will notify the applicant and schedule the applicant for the Surrogate Parent Training.

CONTINGENCIES

- (3. A TDHR foster parent can be assumed to have met requirements but a review should be made.
2. When the applicant successfully completes the Surrogate Parent Training, a copy of trained Surrogate Parents will be filed in the office of the Special Education Director.
3. Renewal notices will be issued to certified surrogate parents from the office of the Special Education Director prior to the certified surrogate parent's annual anniversary date.

F. Surrogate Parent Assignment Procedures

The principal or other person makes the request for a surrogate parent for an eligible BSACHS child. Procedures for requesting a surrogate parent are as follows:

1. Principal or other assigned staff person notifies the Special Education Director of need and potential surrogate parents.
2. Special Education office receives names of potential surrogates for training.
3. The Special Education Director schedules training and notifies district Administration of completed training and the names of new surrogate parents.
4. Principal or designee notifies/contacts the student's assigned surrogate parent when appropriate.

IX. COMPLIANCE MONITORING (TEC §29.010)

A. Compliance Monitoring

When the Texas Education Agency makes an on-site monitoring visit to BSACHS, they will obtain information from parents of students receiving special education services. A representative sample of parents will have an opportunity to provide information which may identify particular areas where the program seems to be operating in accordance with compliance requirements or where the program may have potential systemic compliance problems. BSACHS will provide assistance to identify and notify parents in order to obtain the necessary information.

SBOE and Commissioner Rules, IDEA federal regulations, and BSACHS Procedures are the documents primarily utilized as the standard references. Results of each visit are delineated in writing and given to the building administrator by the Special Education Director. The Special Education staff is available for assistance in any area pertaining to special education including staff development for the entire faculty when needed.

The special education administrative staff will periodically monitor campuses to ensure compliance with required special education procedures. Items to be monitored include but are not limited to:

1. Special Education Student Teacher Folders,
2. Special Education Eligibility Folders,

**SPECIAL EDUCATION STUDENTS:
PROCEDURAL REQUIREMENTS**

The district shall establish and maintain procedures designed to ensure that children with disabilities and their parents are guaranteed procedural safeguards with respect to the provision of a free appropriate public education. These procedures shall include:

**OPPORTUNITIES FOR
PARENTS**

1. An opportunity for the parents of a child with a disability:
 - a. To examine all records relating to the child with a disability;
 - b. To participate in meetings with respect to the identification, evaluation, and educational placement of the child, and the provision of a free appropriate public education to the child; and
 - c. To obtain an independent educational evaluation of the child

SURROGATE PARENT

2. Procedures to protect the rights of the child whenever the parents of the child are not known, the District proposes to initiate or change or refuses to initiate or change the identification, evaluation, or educational placement of the child, or the free appropriate public education of the child. The written notice to parents shall be provided at least five days before the proposed action is taken, unless the parents agree otherwise. 19 TAC 89.1015

**PRIOR WRITTEN
NOTICE**

3. Prior written notice to parents of the child whenever the District proposes to initiate or change or refuses to initiate or change the identifications, evaluation, or educational placement of the child, or the free appropriate public education of the child. The written notice to parents shall be provided at least five school days before the proposed action is taken, unless the parents agree otherwise. 19 TAC 89.1015

The notice to parents must be written in language understandable to the general public and provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so. The notice must include:

CONTENTS

- a. A description of the action proposed or refused by the District, an explanation of why the District proposes or refuses to take action, and a description of any options the District considered and the reasons why options were rejected.
- b. A description of each evaluation procedure, test record, or report the District uses as a basis for the proposal or refusal;

**DATE ISSUED: 09/01/01
EHBAD (LEGAL)**

School: _____

SURROGATE PARENT TRAINING AGENDA

Date: _____

Welcome, Introductions, and Objectives for Training

I. Federal Regulations Requiring Surrogate Parents

Individuals with Disabilities Act (IDEA)
Children who need surrogates
Surrogate parent qualifications
Responsibilities and rights of surrogate parents

II. The Child Centered Educational Process

Stages of the Child Centered Educational Process

Stage 1: Referral

Stage 2: Assessment

Notice and Consent to Assess Student

Comprehensive Individual Assessment - (CIA)

Stage 3: ARD/IEP (Admission, Review, Dismissal/ Individual Education Program)

Committee Meeting

Notice of ARD Meeting

Responsibilities of the ARD/IEP Committee:

Obtain Consent for Services at the Initial Placement ARD/IEP Meeting

Stage 4: Implementation of Program

Progress Review

Annual ARD/IEP Committee Meeting

Supplements: Abbreviations

People Involved in the Process

Disabilities Eligible to Receive Special Education Services

III. Procedural Safeguards

"Explanation of Procedural Safeguards" Document

Notice and Consent

Complaint Procedures

Mediation

Due Process

IV. Communicating with the School

V. Evaluation of Training

SURROGATE PARENT TRAINING

Handouts for Section I.

I. Federal Regulations Requiring Surrogate Parents

Free Appropriate Public Education - Individuals with Disabilities Act (IDEA)

Children who need surrogates

Surrogate parent qualifications

Responsibilities and rights of surrogate parents

I. Federal Regulations Requiring Surrogate Parents

CONTINGENCIES

Free Appropriate Public Education - Individuals with Disabilities Act (IDEA)

1970's - laws passed in this decade to grant all students with disabilities right to education

1975 - Congress passed the Education for All Handicapped Children Act, P.L. 94-142

1990 - Congress reauthorized the Act, added new sections, and renamed the federal law the Individuals with Disabilities Act, (IDEA). The student advocate role is usually filled by parents. However, the laws stipulated an alternative if the parents of a student with disabilities are unknown or completely unavailable or if the student is a ward of the state. Surrogate parents can fill the parental role.

1997 - Amendments were made to the Act. Congress passed the final Amendments to IDEA in March 1999.

Children Who Need Surrogates

Children and youth with disabilities between the ages of 0(birth) to 18* are eligible to have surrogate parents appointed to represent them:

1. wards of the state (those under state guardianship),
2. those whose parents' rights have been terminated,
3. those whose parents are unknown or unavailable, or
4. those whose parents have requested, in writing, the appointment of a surrogate parent.

* Appointment may be made in some instances for students 18-22 if needed to assure that the student receives a Free Appropriate Public Education (FAPE).

These children may be living in foster homes, public or private group homes, state hospitals, correctional facilities, residential treatment centers, or with other family members such as grandparents.

Surrogate Parent Qualifications

Most often a surrogate is either a foster parent or volunteer from the local community. The appointment can be for one year or "open-ended". Please specify your planned commitment on the application form.

"Surrogate parent" means a person appointed by the providing district to intervene on behalf of a student to help ensure protection of the rights of the student to a free and appropriate education. The surrogate parent shall not be a person who receives public funds to educate or care for the child. However, a foster parent may serve as a surrogate parent if appointed and if no conflict of interest exists.

The surrogate must make assurances which meet federal requirements for surrogate parent appointment:

1. have no personal or professional interests which conflicts with the interest of the student being represented,

- being represented,
2. may not be an employee of the school, or any other public agency involved in the care or education of the student, and
 3. have the skills and knowledge to represent the student adequately. The surrogate will receive training to acquire information in #3.

Other qualities that are ideal for surrogates, though not legally required:

1. it is best if the surrogate parent and the student share a similar background such as race or culture,
2. a commitment to learning about the student's educational needs
3. a desire to communicate with the school personnel about the student's educational needs

Removal of a surrogate parent:

A surrogate may be removed by majority vote of the school board. The surrogate will be notified of the time and place of the meeting and the reasons for the proposed removal. Removal may be for any of the following reasons:

1. failure to perform duties required in the ARD Committee and IEP process or
2. conflict of interest.

Responsibilities of Surrogate Parents

A surrogate is only responsible for representing the student when decisions about his/her educational program are being made. The surrogate responsibilities are to:

1. represent the student in the process of identification, evaluation, educational placement and the provision of a free appropriate public education,
2. attend training provided for surrogate parents provided by the school,
3. learn the student's educational needs,
4. learn the student's educational background,
5. learn the nature of the student's disability,
6. know the student and serve the student's educational interest.

Rights of Surrogate Parents

The rights of a surrogate parent in the educational process are the same as for natural parents.

Surrogate parents are appointed to assure that the student's rights are protected. These rights include:

- * the right to a free, appropriate, public education in accordance with an individualized educational plan (IEP),
- * the right to receive an appropriate, nondiscriminatory educational assessment administered in the student's primary language, and
- * the right to be educated in the least restrictive environment appropriate for his/her needs.

Surrogate parents are allowed to:

1. inspect and be given a copy of the student's educational records (confidentiality observed),
2. talk with people involved with the student's education and receive regular progress reports,
3. request a school conference,
4. participate as a partner with the school to plan the student's IEP, and
5. initiate due process in the event of unresolved disagreements.

SURROGATE PARENT TRAINING

Handouts for Section II.

II. The Child Centered Educational Process:

Flow Chart for Four Stages of the Process

Stage 1: Referral

Stage 2: Assessment

Notice and Consent to Assess Student

Comprehensive Individual Assessment - (CIA)

Stage 3: Admission, Review, Dismissal (ARD) Committee Meeting:

Notice of ARD Meeting

Three responsibilities of the ARD Committee:

1. Review the eligibility assessment reports and decide if the student meets legal requirements for a disability and is in need of special education
2. Write IEP Goals and Objectives
3. Determine placement in the least restrictive environment

Obtain Consent for Services at the Initial Placement ARD

Stage 4: Implementation of Program

Progress Review

Annual ARD Committee Meeting

Supplements: Abbreviations

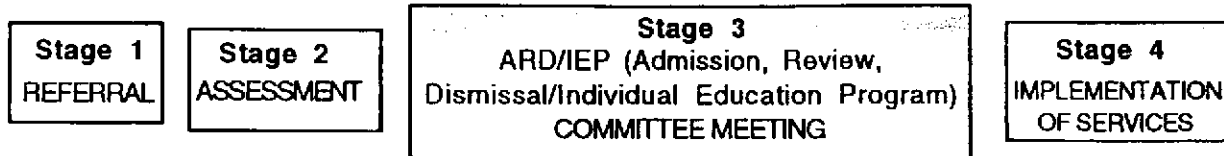
People Involved in the Process

Disabilities Eligible to Receive Sp. Ed. Services

II. The Child Centered Educational Process

CONTINGENCIES

The school must determine if your student meets eligibility criteria for one or more of the disabilities listed in the supplement provided. There are 4 stages in the process to determine if your student is eligible and will receive special education services. The four stages are often referred to as the Child Centered Educational Process. Following are the four stages:



There are 12 basic steps which are followed during each of the **four stages**. Each of the 12 steps is described in more detail below.

Stage 1: REFERRAL

Step 1: Begin Looking at Student Needs

Referral of students for possible special education services is part of the district's overall, general education referral system. Prior to referral, students experiencing difficulty in the regular classroom should be considered for all support services available to all students, such as tutorial, remedial, compensatory, and other services.

Step 2: Complete Pre-referral Intervention

Your student's general education teacher, the counselor, and other staff at the school will collect information that is already known about your student.

1. grades, test scores, attendance, health, and other facts already known, and
2. meet with other staff members who know your student to discuss what they have already tried to do to help your student and try other possible solutions to the problem

Step 3: Refer to Special Education

If the team believes the classroom teacher can address your student's needs, no further action will need to be taken by the special education department at this time. However, if the team reviewing your student's case suspects he or she might have a disability and be in need of special education services, they will officially refer your student for special education assessment.

Stage 2: ASSESSMENT

Step 4: Notify Surrogate and Obtain Consent

You will be informed that your student was officially referred to the special education department before the assessment process may begin. You will be informed of your (and your student's) legal rights regarding special education services. You will be told of all planned assessment procedures and asked to give your written permission or consent for the school to begin assessment of your student. You will be given a copy of a information required by Federal regulations which is entitled Explanation of Procedural Safeguards which explains your rights and your student's rights. You will also be asked for more specific information about your student's history and growth which will

help the assessment person understand your student's needs. As a surrogate, you may not have this information.

CONTINGENCIES

Step 5: Conduct Comprehensive Individual Assessment (CIA)

After the special education department receives the completed referral packet, a person who is trained and certified in assessment will begin the assessment process to determine eligibility for special education services. If your student is suspected of having a speech impairment, this person will be a speech pathologist or if other disabilities are suspected, this person will be an educational diagnostician or a licensed specialist in school psychology (LSSP).

Step 6: Conduct Individual Education Program (I.E.P.) Assessment

After the eligibility part of the assessment is completed, additional assessment will be conducted by either the assessment person, the special education teacher or both. Through this assessment, we will find out exactly what/ how your student will need to be taught. This assessment is conducted either by actual testing and/or by talking with the regular classroom teacher regarding your student's special needs. The information will be provided in the form of a brief summary of your student's strengths and weaknesses (learning competencies).

Stage 3: Admission, Review, Dismissal / Individual Educational Program (ARD/IEP)

Step 7: Notify Surrogate of A.R.D./I.E.P.

After all assessment reports are finished, the ARD/IEP Committee process can begin. The assessment professional will contact you to let you know when and where the ARD/IEP Committee meeting will be held. If you cannot go to the meeting at the scheduled time, the school will work with you to find a better time. You may request a copy of this confidential report.

The I.E.P. assessment information is used to develop a draft I.E.P. which consists of written suggestions for goals and objectives. The teacher will share with you a draft copy of the goals and objectives which are developed based on the assessment information. Your input regarding this instructional plan is very important. These draft I.E.P. goals and objectives will be discussed, approved, or amended during the upcoming A.R.D. meeting.

Step 8: Hold A.R.D./I.E.P. Committee Meeting

The ARD/IEP Committee has three major responsibilities:

- __ 1. to review the eligibility assessment reports and decide if your student meets the legal requirements for a disability and is in need of special education because of the disability;
- __ 2. write/review and approve an IEP (goals and objectives); and
- __ 3. determine the placement where the IEP can be implemented in the least restrictive environment to meet your student's individual needs. (If the ARD/IEP meeting is an annual review of your student who has already been receiving special education services, then you will review any new assessment completed and any informal assessment completed by the teacher as progress of your student is discussed.)

There will be several pages of forms completed during the meeting which make up the ARD/IEP report. Modifications to assist your student in being successful will be discussed. If the student is 16 years of age or older, the Individual Transition Plan will be developed and addressed in

Each member of the ARD/IEP Committee will be asked to sign the report written during the meeting and indicate agreement or disagreement with the decisions. You will be given a copy of the ARD/IEP Committee report after all of the Committee members have signed. If you disagree with any part of the decision, you will be asked to write on a piece of paper the specific area or areas of the Committee's decision with which you disagree. This will serve as your documentation that you listed your disagreement. In cases of disagreement, the school will also offer a 10 day recess and the opportunity to reconvene within 10 school days to continue discussions. Should you disagree with any recommendations, you should sign the ARD/IEP Committee papers that you are in attendance but that you disagree with all or part of the decision as you stated in writing.

Step 9: Obtain Surrogate Consent for Services

If the ARD/IEP Committee recommends that your student receive special education services, you will be asked to give your written consent for those services. This separate written consent is required for each student only one time upon initial placement into special education services. At future ARD/IEP meetings, you will only have to sign the ARD/IEP report saying that you agree or disagree with the ARD/IEP decisions about your student's special education services.

Stage 4: IMPLEMENTATION OF THE PROGRAM

Step 10: Begin Special Education Services

After the first ARD/IEP Committee process has been completed, implementation of services can begin. This means your student will now receive the special education services recommended by the ARD/IEP Committee and can begin working on the goals and objectives written in the IEP.

Step 11: Review Progress

Your student's progress in meeting the goals and objectives written in the IEP will be reviewed on a regular basis (on the same timeline as other students in your district). Reviews will be conducted by your student's teachers and/or other service providers. At least once every three years, your student's ARD/IEP Committee will review existing evaluation data and determine what, if any new comprehensive assessment information is needed to continue eligibility and special education services.

Step 12: Conduct Annual A.R.D./I.E.P. Committee Meetings

The ARD/IEP Committee must meet at least once a year to review the progress your student has made and to plan new goals and objectives. Progress reports and any new assessment information will be reviewed and the committee will decide if your student's program needs have changed. The Committee will write a new IEP and determine what services should be provided to help your student achieve those goals and objectives. If your student has progressed to a point where special education services are no longer needed, the Committee may recommend that your student be dismissed from special education.

Section II. Supplement:

ABBREVIATIONS

CONTINGENCIES

CIA, ARD/IEP, ITP

(Abbreviations Often Used During Four Stages of the Child Centered Process)

CIA - Comprehensive Individual Assessment is the assessment conducted to determine the student's eligibility.

The comprehensive assessment is required for all children suspected of having a disability. The school assessment will include statements regarding:

1. whether the student has a specific disability and meets eligibility criteria;
2. the basis for making the determination;
3. the relevant behavior noted during the observation of the child;
4. the relationship of that behavior to the student's academic functioning;
5. the educationally relevant medical findings, if any;
6. whether there is a severe discrepancy between achievement and ability that is not correctable without special education and related service;
7. the type and severity of the impairment and the functional implications for the educational process;
8. the determination of the team concerning the effects of environmental, cultural, or economic disadvantage;
9. sources of data for all areas assessed;
10. If an assessment is not conducted under standard conditions, information about the extent to which the assessment varied from standard conditions, such as the qualifications of the person administering the test or the method of test administration, needs to be included in the evaluation report.

All of the information from this assessment will be in a written report.

ARD/IEP - Admission, Review, and Dismissal / Individual Educational Program. An ARD/IEP Committee meeting must be held to determine if your student meets eligibility criteria (for one or more of the disabilities listed on the supplement handout) and if your student has an educational need for special education services. Whenever a decision about your student's eligibility, services, or placement must be made, an ARD/IEP Committee meeting must be held and you must be invited.

1. ARD/IEP Responsibilities:

- A. First, the ARD/IEP Committee must review the eligibility assessment reports and decide if your student meets the legal requirements for a disability and is in need of special education because of the disability.
- B. Second, the ARD/IEP Committee must write an Individual Education Plan if it is determined that your student is eligible for Special Education services. The ARD/IEP Committee will decide what services, accommodations, or related services are needed to meet the objectives written in the IEP.
- C. The third responsibility is to determine the placement in the least restrictive environment where the IEP can be implemented to meet your student's individual needs.

CONTINGENCIES

2. ARD/IEP Committee Required Membership:

Persons other than those listed below may be present at, and participate in, ARD committee meetings at the discretion of the principal, the parent, or the adult student; however, the committee shall include, under the circumstances described, only the following members in determining its actions:

- A. One or both of the student's parents;
- B. At least one general education teacher of the student (if the student is, or may be, participating in the general education environment);
- C. At least one special education teacher, or if appropriate, at least one special education provider of the child;
The special education teacher must be certified in the student's suspected area of disability. When a specific certification is not required to service certain disabilities categories, then the teacher must be qualified to provide the educational services the child may need.
- D. A representative of the district, who:
 - 1. is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of students with disabilities;
 - 2. is knowledgeable about the general curriculum; and
 - 3. is knowledgeable about the availability of resources of the school.
- E. Individuals who can interpret the instructional implications of evaluation results, who may be a member of the team described in this section.
- F. At the discretion of the parent or the district, other individuals who have knowledge or special expertise regarding the student, including related service personnel as appropriate, and
- G. if appropriate, the student.

For students who are 16 years or older, the school will have an Individual Transition Plan (ITP) meeting that will develop an Individual Transition Plan prior to the ARD/IEP meeting. (see ITP below) If a purpose of the ARD/IEP meeting is the consideration of the ITP and transition services for a student, then the student and a representative of any other agency that is likely to be responsible for providing or paying for transition services shall be invited.

Students with disabilities may require additional professionals to be in attendance at ARD/IEP meetings if they are: Visually Impaired; Auditorially Impaired; Limited English Proficient; Homebound; or Vocational if enrolled in Career-Technical Education.

IEP - Individual Education Plan states the long term goals and short-term objectives your student will be working toward during the school year. Long term goals are general statements of the expectations for your student's progress over the next year in subjects or areas to be taught in special education. An example is, "The student will develop third grade reading skills." Short-term objectives are measurable steps leading to the attainment of the goal. Objectives are more specific than long term goals; however, they are not as specific as the teacher's daily lesson plan. An example for the goal above is, "After reading a paragraph, the student will choose the main idea three out of four times." Also included in these plans are how and when your student's progress in meeting specific objectives will be measured. Progress on the IEP goals and objectives must be reported in the same timely manner as other students who are nondisabled. The IEP must be reviewed and revised at least once yearly at an ARD/IEP meeting for each special education service your student receives.

ITP - Individual Transition Plan is required for all students receiving special education services ages 16 years and older. Beginning at age 14, the ARD/IEP will offer parents brief information about the upcoming ITP process. Select students under the age of 16 may have an ITP developed as necessary.

CONTINGENCIES

PEOPLE INVOLVED IN THE 4 STAGES

Parent - must be involved in the decisions made about your student's education until the student turns 18 years old and is legally considered an adult. The term parent refers to a natural or adoptive parent, legal guardian or a surrogate parent appointed by the school district.

Counselor - will assist your student by working closely with the classroom teachers to develop strategies to support your student in the classroom.

Principal - will be a support to the staff in all aspects of the 4 stages and throughout the entire process of identification, assessment and determination of services for your student.

School Nurse - will assist in the process; for example, conducting vision and hearing screenings.

Educational Diagnostician - has previously been a teacher, and has also received additional degrees in assessment and interpretation of test scores. The diagnostician is responsible for coordinating stages 2 and 3 of the process by arranging assessments for your student and interpreting test results to you and other members of the Admission, Review, Dismissal Committee. A Licensed Specialist in School Psychology may also function as the campus diagnostician.

Speech/Language Pathologist - may be asked to conduct assessment specifically in the areas of language, articulation, fluency or voice. If a student qualifies for speech/language services, this person may provide therapy services based on ARD/IEP committee decisions.

Licensed Specialist in School Psychology (LSSP) - may conduct the assessment of a student for an Emotional Disturbance. The LSSP also consults with teachers and parents regarding behavioral and learning issues. If a student receives counseling as a related service, it may be provided by this professional.

Special Education Teacher - may assist the diagnostician in additional testing to determine specific strengths and weaknesses which will support the development of the IEP. The special education teacher will develop a draft Individual Education Plan (IEP) which you will be asked to review and to offer input.

General Education Teacher - will provide input regarding the student prior to and during the ARD meeting.

SECTION II: SUPPLEMENT:

CONTINGENCIES

DISABILITIES ELIGIBLE TO RECEIVE SPECIAL EDUCATION SERVICES

When you think of children with disabilities you probably think of children in a wheelchair or possibly children who are blind, or children with problems you can see. Your student may not look disabled to you. However, there are a number of different types of disabilities which are described in this section.

To the school, a disability generally means that a student is not able to do the schoolwork and succeed in the regular classroom unless he or she gets some kind of special help beyond the services that are available to all students, such as tutorials, remedial, compensatory and other services. For example, a student who has a learning disability may learn differently and may need specific instructional accommodations or may need a special teacher to give him or her extra help in a subject(s). A student with a physical disability may need special equipment to be able to participate fully in regular classroom activities. A student who is blind may need to learn how to read Braille. The following is criteria based on the Texas Education Agency and Federal regulations.

ELIGIBILITY CRITERIA

The Texas Education Agency developed specific eligibility criteria based on the general classifications with reference to contemporary diagnostic or evaluative terminology and techniques.

A student is eligible to participate in a school district's special education program if the student:

- A. is not more than 21 years of age and has a visual or auditory impairment that prevents the student from being adequately or safely educated without the provision of special services; or
- B. is at least three but not more than 21 years of age and has one or more of the following disabilities that prevents the student from being adequately or safely educated without the provision of special services:
physical disability, mental retardation, emotional disturbance, learning disability, autism, speech disability, or traumatic brain injury.

Services will be available to all eligible students on their third birthday. A student receiving special education services who is younger than 22 years of age on September 1 of a scholastic year will be eligible for services through the end of that scholastic year or until graduation in accordance with §89.1070, whichever comes first. A free appropriate public education will be available from birth to age 22 to students with visual or auditory impairments in accordance with the Texas Education Code.

I. AUTISM

"Autism" means a developmental disability significantly affecting verbal and nonverbal communication and social interaction, generally evident before age 3, that adversely affects a child's educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences. The term does not apply if a child's educational performance is adversely affected primarily because the child has a serious emotional disturbance. A child who manifests the characteristics of "autism" after age 3 could be diagnosed as having "autism" if criteria above is satisfied.

Students with pervasive developmental disorders are included under this category.

II. DEAF-BLINDNESS

CONTINGENCIES

Deaf-blindness means concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and education problems that they cannot be accommodated in special education programs solely for children with deafness or children with blindness.

A student who is deaf-blind is one who:

1. meets the eligibility criteria for auditory impairment and visual impairment, and
2. meets the eligibility criteria for a student with a visual impairment and has a suspected hearing loss that cannot be demonstrated conclusively, and if a speech/language therapist, certified speech and language therapist, or licensed speech language pathologist indicates there is no speech at an age when speech would normally be expected.

III. AUDITORY IMPAIRMENT

A student with an auditory impairment is one who has been determined to have a serious hearing loss even after corrective medical treatment or use of amplification. This determination shall have been made by an otological examination performed by an otologist or a licensed medical doctor with documentation that an otologist is not reasonably available. An audiological evaluation by a certified audiologist shall also be conducted.

IV. MENTAL RETARDATION

Mental retardation means significantly subaverage general intellectual functioning existing concurrently with deficits in adaptive behavior and manifested during the developmental period that adversely affects a child's educational performance. The student is functioning two or more standard deviations below the mean on individually administered scales of verbal ability and either performance or nonverbal ability. If a student is very young and/or has a severe disability or a severe sensory impairment, a developmental scale may be administered instead of intelligence tests. The student's performance must be within the mental retardation range on the developmental scale.

V. MULTIPLE DISABILITIES

Multiple disability means concomitant impairments (such as mental retardation-blindness, mental retardation-orthopedic impairment, etc.) the combination of which causes such severe educational problems that the problems cannot be accommodated in special education programs solely for one of the impairments. This does not include students who are deaf-blind.

VI. PHYSICAL DISABILITY

A student with physical disabilities is one who meets the following criteria:

A. Orthopedic Impairment

A student with an orthopedic impairment is one who has been determined by a licensed physician to have a severe orthopedic impairment which adversely affects a child's educational performance. The term includes impairments caused by congenital anomaly, impairments caused by disease, and impairments from other causes.

B. Other Health Impairment

The student with other health impairment is one who has been determined by a licensed physician to have limited strength, vitality, or alertness including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment that is due to chronic or acute health problems, such as (but not limited to): *asthma, attention deficit disorder, attention deficit with hyperactivity disorder, a heart condition, rheumatic fever, nephritis, sickle cell anemia, hemophilia, epilepsy, lead poisoning, leukemia, or diabetes, which adversely affects the student's educational performance.*

CONTINGENCIES

VII. EMOTIONAL DISTURBANCE

- A. An emotional disturbance is a condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a child's educational performance:
1. an inability to learn that cannot be explained by intellectual, sensory, or health factors;
 2. an inability to build or maintain satisfactory interpersonal relationships with peers and teachers;
 3. inappropriate types of behavior or feelings under normal circumstances;
 4. a general pervasive mood of unhappiness or depression; or
 5. a tendency to develop physical symptoms or fears associated with personal or school problems.
- B. The term includes schizophrenia. It does not apply to children who are socially maladjusted, unless it is determined that they have a serious emotional disturbance.

VIII. LEARNING DISABILITY

Specific learning disability means a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in an imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations. The term includes such conditions as perceptual disabilities, brain injury, minimal brain dysfunction dyslexia, and developmental aphasia.

The term does not apply to children who have learning problems that are primarily the result of visual, hearing, or motor disabilities, or mental retardation, or emotional disturbance, or of environmental, cultural, or economic disadvantage.

IX. SPEECH IMPAIRMENT

A student with a speech impairment is one who has been determined by a certified speech and hearing therapist, a certified speech and language therapist, or a licensed speech/language pathologist to have a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment that adversely affects a child's educational performance.

X. TRAUMATIC BRAIN INJURY

Traumatic Brain Injury includes students who have been determined by a licensed physician to have an injury to the brain caused by an external physical force resulting in total or partial functional disability and/or psychosocial impairment that adversely affects the student's educational performance.

The term does not apply to brain injuries that are congenital or degenerative, or brain injuries induced by birth trauma. The term does apply to open or closed head injuries resulting in impairments in one or more areas, such as: cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem-solving; sensory, perceptual and motor abilities; psychosocial behavior; physical functions; information processing; and speech.

CONTINGENCIE

A student with traumatic brain injury is one who has been determined by a licensed physician to have an injury to the brain caused by an external physical force resulting in total or partial functional disability and/or psychosocial impairment.

Assessment to determine educational need is performed by district personnel qualified to assess those areas that are suspected to adversely affect the student's educational performance.

XI. VISUAL IMPAIRMENT

A. A student with a visual impairment is one who:

1. has been determined by a licensed ophthalmologist or optometrist to have no vision or to have a serious visual loss after correction, or has a medical diagnosis for a progressive condition that will result in no vision or a serious visual loss after correction. The visual loss should be stated in exact measures of visual field and corrected visual acuity at distance and near in each eye. The report should also include prognosis whenever possible. If exact measures cannot be obtained, the eye specialist must so state and give best estimates, and
2. has been determined by the following assessments to have a need for services:
 - a. functional vision shall be evaluated by a professional certified in the education of the visually impaired or a certified orientation and mobility instructor.
 - b. a learning media assessment by a professional certified in the education of students with visual impairments.

B. A student who has a visual impairment is functionally blind if, based on the preceding assessments, the student will use tactual media (which includes Braille) as a primary tool for learning to be able to communicate in both reading and writing at the same level of proficiency as other students of comparable ability. An assessment report will document strengths and weakness in Braille skills.

XII. NONCATEGORICAL EARLY CHILDHOOD

Students between the ages of three and five who are evaluated as having mental retardation, emotional disturbance, a specific learning disability, or autism may be described as noncategorical early childhood. The TEA has adopted the term noncategorical but it is a local district decision to use this category for this age group.

Must have noncategorical assessment report and supporting assessment data to document eligibility for one of the following disabilities: 1. autism; 2. learning disabilities; 3. emotional disturbance; or 4. mental retardation

SURROGATE PARENT TRAINING

Handouts for Section III.

III. Procedural Safeguards

Confidentiality

Notice

Consent

Complaint Procedures

Mediation

Due Process

"Explanation of Procedural Safeguards" - sample document

III. PROCEDURAL SAFEGUARDS

CONFIDENTIALITY

The school shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for utilization by authorized school personnel.

The school shall protect the confidentiality of personally identifiable information in collection, storage, disclosure, and destruction of records of students with disabilities.

NOTICE

GENERAL NOTICE

When a student is referred to special education for the first time for an individual comprehensive assessment, the local campus is responsible for providing a copy of Explanation of Rights and Procedural Safeguards to notify the student, parent, or guardian of students suspected of having a disability of their educational rights. The TEA adopted this written document based on the Office of Special Education Programs model which includes a full explanation of all procedural safeguards that meet the requirements of 34CFR §300.505. The Explanation of Rights and Procedural Safeguards will be provided to parents surrogate parents, and adult students a reasonable time before the school proposes or refuses to initiate or change the identification, evaluation, or educational placement of the student or the provision of a free appropriate public education to the student.

- A. The designee at the local campus shall be responsible for explaining the document, for providing answers to questions pertaining to the document and for providing to parents and adult student's updated copies of the document, as provided by TEA.
- B. The document is available in writing or on cassette tapes in English, Spanish and in Braille. The school will provide information in the native language or other mode of communication of the parent and adult student upon request by the local campus.

SPECIFIC WRITTEN NOTICE

Written notice must be given to the parents of a student with disabilities and adult student a reasonable time before the school :

- A. proposes to initiate or change the identification, evaluation, or educational placement of the student or the provision of a free appropriate public education to the student; or
- B. refuses to initiate or change the identification, evaluation, or educational placement of the student or the provision of a free appropriate public education to the student.
- C. The notice form will include:
 - 1. a full explanation of all the procedural safeguards available to the parents and adult student.

2. a description of the action proposed or refused, an explanation of why the school proposes or refuses to take the action, and a description of any options the district considered and the reasons why those options were rejected;
 3. a description of each evaluation procedure, test, record, or report the district uses as a basis for the proposal or refusal; and
 4. a description of any other factors which are relevant to the district's proposal or refusal.
- D. The notice will be:
1. written in language understandable to the general public, and
 2. provided in the native language of the parent and adult student or other mode of communication used by the parent and adult student, unless it is clearly not feasible to do so.
- E. If the native language is not a written language, the school shall take steps to insure:
1. that the notice is translated orally or by other means to the parent in his or her native language, or other mode of communication used by the parent;
 2. that the parent understands the content of the notice; and
 3. that there is written evidence of the above.

NOTICE TO PARENTS OF ASSESSMENT

The TEA shall give notice that is adequate to fully inform parents and adult student about the requirements of §300.128 which is the identification, location, and evaluation of children with disabilities within a reasonable time before an assessment. Reasonable time has been established to be at least 5 school days.

NOTICE OF ARD/IEP COMMITTEE MEETING

At the time the school notifies the parent and adult student of the ARD/IEP committee meeting, the notice must inform the parent and adult student that the ARD/IEP committee will discuss, at the parents' request, the provision of any educational or related service not prepared for discussion by the school in the notice. Local campuses will take steps to ensure that one or both of the parents of the student are present at each meeting or are afforded the opportunity to participate. Each campus will notify parents at least 5 school days in advance of the ARD to ensure that they will have an opportunity to attend. Each campus will schedule the meeting at a mutually agreed upon time and place, and indicate the purpose, time, and location of the meeting and who will be in attendance.

TIMELINE FOR NOTICE

The Commissioner of Education and State Board of Education rule interprets the federal term "reasonable time" as at least five school days. Parents may agree to waive the five day notice period to which they are entitled.

CONSENT

- A. Consent means the parent:
1. has been fully informed of all information relevant to the activity for which consent is

- sought, in his or her native language, or other mode of communication;
- 2. understands and agrees in writing to the carrying out of the activity for which consent is sought, and the consent describes that activity and lists the records (if any) which will be released and to whom; and
- 3. understands that the granting of consent is voluntary on the part of the parent and may be revoked at any time.

B. Parental consent must be obtained before:

- 1. conducting a preplacement evaluation; and
- 2. initial placement of a student with a disability in a program providing special education and related services.

C. Except for preplacement evaluation and initial placement, consent may not be required as a condition of any benefit to the parent or student.

COMPLAINT PROCEDURES

If there is a disagreement at any point in the child centered process, and parents wish to file a complaint, the district must first be sure the parents have a current Explanation of Rights and Procedural Safeguards document. This documentation is kept in the Special Education student's eligibility file. The parents have the following options available:

LOCAL ADMINISTRATION

Parents may notify the local campus administration of complaints.

- A. Parents are encouraged to follow local complaint procedures. The following may also be suggested:
 - a. schedule an ARD Committee meeting to discuss concern
 - b. follow 10 day recess procedures to try to reach mutual agreement (see ARD section)
- B. Contact the Special Education Administrator for a meeting to discuss possible alternatives or mediation

T.E.A.

Parents may notify the Texas Education Agency at which point the TEA shall collect information, respond to inquiry, act on complaints, assist in grievance matters, and engage in mediation in response to requests from the school or the parent. This process shall include:

- A. receiving information concerning special education and analyzing the information in conjunction with other information on file with the TEA;
- B. responding to inquiries concerning special education services;
- C. taking appropriate action on substantial complaints;
- D. engaging in mediation activities; and
- E. providing information on the formal procedures available in the impartial hearing process.

MEDIATION

Special education mediation can be an opportunity to resolve differences. It is a voluntary process, and both the school and the surrogate must agree to mediate. An experienced, specially trained mediator will try to help both parties resolve the differences. The mediator will not make the decision but will try to help the parties decide. There is no cost to the parties to

mediate. Generally, mediation sessions are scheduled within 20 days of the request.

DUE PROCESS HEARING

CONTINGENCIES

If efforts to reach an agreement have failed under the complaints and mediation process, a parent or the school district may request a hearing from the TEA. A hearing held under CFR §300.568 must be conducted according to the procedures under FERPA (Family Education Rights and Privacy Act §99.23).

SURROGATE PARENT TRAINING

Handouts for Section IV.

IV. Communicating with the School

Preparing for a Meeting with the School

Communicating at the School Meeting

- C

P

IV. COMMUNICATING WITH THE SCHOOL

CONTINGENCIES

If you are a foster parent who is appointed to serve as a surrogate parent, you are in a unique situation to know the student's likes and dislikes, abilities and needs, and learning style observed at home. You may wish to do the following:

1. Talk with student's case worker about his/her educational and medical history. Keep copies of school work.
2. Visit the class to observe the student and talk with teachers after making an appointment.
3. Make certain that teachers, therapists, and other professionals know that you are acting as the student's surrogate parent.
4. Review the student's last IEP to prepare for developing his/her next IEP.
5. Review the final recommendation by the school at the ARD and approve or disapprove the final plan.
6. Ask questions about anything you do not understand.

As a community member volunteering to serve as a surrogate parent, you may be assigned to represent a student you do not know. You will need to take some time to learn about the student and his/her educational history. You may choose to:

1. Talk with student's case worker about his/her educational and medical history. Keep copies of school work.
2. Contact the student's teacher and obtain educational information.
3. Observe the student after making an appointment with the school.
4. Meet the student when appropriate. You may ask for support from the school personnel.
5. Make certain that teachers, therapists, and other professionals know that you are acting as the student's surrogate parent.
6. Review the student's last IEP to prepare for developing his/her next IEP.
7. Be sure information is explained clearly during conferences or ARD meetings.
8. Review the final recommendation by the school at the ARD and approve or disapprove the final plan.
9. Ask questions about anything you do not understand.

Preparing for a Meeting with the School

The surrogate parent's most important goal is helping to develop an appropriate educational program for the student. In order to be prepared, you may wish to learn as much about the student as possible and be ready to share your information, questions and concerns. The steps listed above will help you in acquiring information.

Communicating at the School Meeting

Conferences, ARD meetings, and other school meetings are crucial parts of the student's educational program. Asking questions, bringing up issues to discuss, gathering information, and clarifying points are all part of the surrogate parent's role.

As the surrogate parent you must participate as a positive, assertive, and equal member of the team, respecting everyone's viewpoints while not necessarily agreeing with everything said. Consider the following: feel free to agree or disagree with any point made at the meeting, ask questions, share concerns, listen to contributions of others, and work together as a team to find solutions.

School Contact Person / Phone #: _____

CONTINGENCIES

SURROGATE PARENT TRAINING
Sign In Sheet

DATE: _____

NAME:

PHONE NUMBER:

School: _____ CONTINGENCIES

APPLICATION FOR SURROGATE PARENT TRAINING

NAME:
ADDRESS:
CITY/STATE/ZIP:
PHONE (Work):
PHONE: (Home):

____ Are you currently employed? If yes, please list name of employer:
Yes No

____ Are you currently the foster parent of a student in need of a surrogate
Yes No parent? If yes, please list the student's name, date of birth and
current campus he/she is enrolled.

Name:
Date of Birth:
Campus:

____ Are you willing to learn information regarding the educational process in
Yes No order to represent the best interest of the student?

____ Are you willing to assume responsibilities of a surrogate including:
Yes No (1) knowing the student, (2) becoming familiar with the student's
educational record, (3) contacting teachers, counselors, foster
parents, or others important to the educational process, and
(4) willingness to make the commitment of time needed for services
as a surrogate?

Please check your commitment to volunteer as a surrogate should one be needed:
____ one year only ____ as long as the student needs a surrogate

Please list the name and phone number of two character references on the back of this
application form.

Signature: _____ Date: _____

Thank you for your time and interest in serving your community and its students.

Section D

S10 (a)

**COPIES OF POLIES AND PROCEDURES, AND GUIDELINES;
THAT OUTLINE ASSISTIVE TECHNOLOGY. AT BEING
ADDRESSED THROUGH THE ARD PROCESS AND THE
PROCEDURES FOR REFERRING A STUDENT TO THE ESC 20
FOR EVALUATION.**

VIII. ASSESSMENT OF LEARNING COMPETENCIES (ACADEMIC PERFORMANCE)

The assessment shall include:

- A. criterion-referenced or curriculum-referenced assessments designed to aid in the development of the student's IEP;
- B. information about the student's strengths and weaknesses; and
- C. the specific modifications of instructional content, settings, methods and/or materials required by the student to achieve and maintain satisfactory progress, including those that can only be provided through special education services, and those adaptations necessary for the student's progress in regular classes and other special and compensatory education programs.

IX. ASSISTIVE TECHNOLOGY DEVICES AND SERVICES (34 CFR §300.5 and §300.308)

Blessed Sacrament Academy Charter High School shall ensure that assistive technology devices or assistive technology services, are made available to a student with a disability if required as a part of special education, related services, or supplementary aids and services. Assistive technology devices and services are used to adapt conditions to improve the student's functioning when needed to implement the student's IEP. The ARD committee shall review recommendations for assistive technology from the CIA and include in the IEP those devices and services determined to be educationally necessary.

- A. The CIA will include formal or informal assessment and recommendations regarding the need for assistive technology devices or services.
- B. The CIA report will address assistive technology needs based on competencies identified during assessment. The report will specify one of the following:
 - 1. assistive devices and services are not recommended for this student at this time;
 - 2. referral to the assistive technology team is recommended; (see Referral Section)
 - 3. referral to the assistive technology team has been made (refer to the report for detailed recommendations - specify the date of the report you are referencing);
 - 4. other referrals if recommended;
 - 5. modifications which have been recommended.
- C. Assistive technology services are potentially available to all students with disabilities, not just those with sensory impairments, or severe physical disabilities. Categories of assistive technology include:
 - 1. aides to improve self-help skills and encourage independence,
 - 2. electronic and non-electronic devices that enhance communication skills, instructional material aids,
 - 3. sensory aids,
 - 4. environmental control systems, and
 - 5. home/work modifications.

Section E

S11.2 (a)

**NOTICES OF ASSESSMENT IN NATIVE LANGUAGE OR OTHER
MODE OF COMMUNICATIONS OF THE PARENT OR ADULT
STUDENTS. REPLACED WITH OTHER STUDENTS**

In order to conceal student
identifiable information, per
FERPA (Family Educational
Rights and Privacy Act), 2 pages
have been withheld.

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

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

CONTINGENCIES

Section F

S11.3 (a)

**MOST RECENT ARD NOTICES WHICH INCLUDES THE DATE
OF THE MEETING. REPLACED WITH OTHER STUDENTS**

In order to conceal student
identifiable information, per
FERPA (Family Educational
Rights and Privacy Act), 4 pages
have been withheld.

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

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

CONTINGENCIES

Section G

S13 (a)

**ASSESSMENT REPORTS THAT ARE NO MORE THAN 3 YEARS
OLD. REPLACE WITH OTHER STUDENTS**

In order to conceal student
identifiable information, per
FERPA (Family Educational
Rights and Privacy Act), 31 pages
have been withheld.

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

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

CONTINGENCIES

Section H.

S14.4 (a)

**ELIGIBILITY DOCUMENTATION FOR EMOTIONAL
DISTURBANCE THAT STATES THE STUDENT EXHIBITS ONE
OR MORE CHARACTERISICS. REPLACE WITH ANOTHER
STUDENT**

In order to conceal student
identifiable information, per
FERPA (Family Educational
Rights and Privacy Act), 7 pages
have been withheld.

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

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

CONTINGENCIES

Section I

S14.5 (a)

ELIGIBILITY SUPPLEMENT FOR LEARNING DISABILITY TO ENSURE INTELLECTUAL FUNCTIONING IS BASED ON A STANDARDIZED INTELLIGENCE TEST, WHICH SHOWS THE STUDENT TO BE FUNCTIONING ABOVE THE MENTAL RETARDATION RANGE. BG1 AND BG2 ARE NO LONGER AT BLESSED SACRAMENT ACADEMY. WE REPLACED THEM WITH OTHER STUDENTS.

THE PROBLEM WAS WITH THE ASSESSMENT PERSONNEL. WE HAVE SINCE CHANGED ASSESSMENT PERSONNEL.

PLEASE REVIEW THE ASSESSMENTS LOCATED IN THE SECTION FOR S13 (a). WE COULD NOT DO SUPPLEMENTS ON THE STUDENTS WHO ARE NO LONGER HERE. YOU WILL NOTICE THAT THE NEW ASSESSMENT PERSONNEL COMPLETED TWO OF THE ASSESSMENTS. THE OUT GOING ASSESSMENT PERSONNEL COMPLETED THE OLDEST ASSESSMENT. THE NEW FIE's ARE MUCH BETTER.

Section J.

CONTINGENCIES

S14.10

COPY OF OHI FORM SIGNED BY DOCTOR ON BG4

In order to conceal student
identifiable information, per
FERPA (Family Educational
Rights and Privacy Act), 2 pages
have been withheld.

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

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

Section K

S15 (a), (c), (m), (r)

**(a & c) current admission, review, and dismissal (ARD) and the second
ARD for transfer students (had to replace with other students)**

In order to conceal student
identifiable information, per
FERPA (Family Educational
Rights and Privacy Act), 43 pages
have been withheld.

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

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

Section L.

S15 (m & r)

**IEP REPORTS FOR STUDENTS THAT INCLUDE STATEMENTS
RELATED TO MEETING THE CHILD'S NEEDS THAT RESULT
FROM THE DIABILITY WITH BEGINNING DATES AND
MODIFICATIONS, FREQUENCY, LOCATION AND DURATION.**

(REPLACED WITH OTHER STUDENTS)

In order to conceal student
identifiable information, per
FERPA (Family Educational
Rights and Privacy Act), 6 pages
have been withheld.

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

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

Section M

S17 (a)

**ARD'S ON STUDENTS WHICH DOCUMENTS THAT THE IEP
ADDRESSES NON-EXEMPTION, MODIFICATIONS, OR
EXEMPTIONS FROM SOME OR ALL OF THE STATES
CRITERION REFERENCED TESTS.**

(REPLACED WITH OTHER STUDENT RECORDS)

In order to conceal student
identifiable information, per
FERPA (Family Educational
Rights and Privacy Act), 20 pages
have been withheld.

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

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

Section N

S27 (a)

**POLICIES, PROCEDURES TO ENSURE THERE IS A SYSTEM TO
TRACK STUDENTS TO DO ITP'S BY 16TH BIRTHDAY**

COPY OF TRACKING SHEET AND ITP'S

CONTINGENCIES

6. The ARD committee will determine the appropriate IEP goals and objectives from the current IEP and amount of services needed to prevent severe/substantial regression.
7. The IEP's of students receiving EYS will be reviewed at the beginning of the fall term to determine whether were appropriate to prevent regression, or progress was made. (Follow steps 1 - 5 above)

D. Additional Considerations

For some students a regression might be considered substantial even though recoupment occurs in less than six to eight weeks, particularly in critical skill areas such as health and safety, self-help and independent living skills. This must be an educational decision by the ARD committee, based on knowledge of the individual student's needs.

1. EYS services are not automatic year after year. The need must be determined each year by the ARD committee.
2. EYS services to be provided will be determined by the ARD committee for the individual student. Summer school is not synonymous with EYS.
3. Services are not to be provided simply for recreational reasons or because the student would benefit from them or gain new skills.
4. The issue is whether the benefits accrued to the student during the school year on critical goals and objectives will be significantly jeopardized if he is not provided an educational program during the summer months.

VI. TRANSITION (SBOE 89.1110, 34CFR §300.27, 300.344 and 300.346)

A. Definition (34 CFR §300.27)

Transition services means a coordinated set of activities for a student with a disability that-

1. is designed within an out-come oriented process, that promotes movement from school to post-school activities including post-secondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation;
2. is based on the individual student's needs, taking into account the student's preferences and interests; and
3. includes:
instruction, related services, community experiences, development of employment and other post-school adult living objectives, when appropriate, acquisition of daily living skills and functional vocational evaluation

B. The IEP must include: (34 CFR §300.347)

1. for each student beginning at age 14 and younger if appropriate, and updated annually, a statement of the transition service needs of the student under the applicable components of the student's IEP that focuses on the student's courses of study (such as participation in advanced-placement courses or a vocational education program) ;

Beginning on or before the student's 14th birthday and annually until the student's first ITP is developed, documentation may include;

- a. transition information letter,
- b. transition information brochure, or
- c. mailing lists

CONTINGENCIES

2. for each student beginning at age 16 (or younger, if determined appropriate by the ARD committee), a statement of needed transition services for the student, including, if appropriate statement of the interagency responsibilities or any needed linkages.
 - * if a participating agency fails to provide an agreed-upon transition service contained in the IEP, the BSACHS will initiate a meeting as soon as possible for the purpose of identifying strategies to meet the transition objectives. (§34 CFR 300.348)
3. if the ARD determines that services are not needed in one or more of these areas: instruction, related services, community experiences, development of employment and other post-school adult living objectives, when appropriate, acquisition of daily living skills and functional vocational evaluation; then -
the IEP must include a statement that services are not needed and the basis upon which the determination was made.

C. Transition services participants. (34 CFR §300.345)

The BSACHS will invite a student with a disability of any age if a purpose of the meeting will be the consideration of a statement of transition services needs or statement of needed transition services for the student.

1. If the student does not attend the ITP meeting, other steps will be taken to ensure the student's preferences and interests are considered.
2. a representative of any other agency that is likely to be responsible for providing or paying for transitions services is invited as appropriate,
3. if the agency invited by BSACHS does not send a representative to the ITP meeting, will obtain participation in planning of any transition services.
4. Participation. It is the intent of the participating agencies to provide staff attendance at ITP meetings when appropriate, however, participation may be limited based on local resources and may include one or more of the following: [34 CFR §300.344 (C)(1)(3)]
 - (a. local interagency planning groups
 - (b. information packets on local services (or AV presentations)
 - (c. workshop/parent meetings to disseminate information
 - (d. face to face meetings regarding students being jointly served
 - (e. parent to parent training sessions regarding adult services
 - (f. information provided at varying times to accommodate families who cannot attend meetings
 - (g. staff attendance at the ITP meetings
 - (h. acceptance of referrals for consideration of services

D. The Memorandum of Understanding (MOU) on ITP's (SBOE §89.1110)

Students and parents will be equipped with the knowledge and skills needed to empower them to plan for their futures and to make effective use of personal and public resources in achieving independence.

Individual transition planning with individual students will be:

1. collaborative and based on long-range goals and focus on the student's vision for his or her future to include empowerment and inclusion in the community,
2. based on current information regarding the student's knowledge, skills, capabilities, interests, and preferences;
3. a separate document from the IEP and focus on considerations that will have the greatest impact on successful independence and integration in the community. Components will include:

**SPECIAL EDUCATION STUDENTS:
INDIVIDUAL EDUCATION PLAN (IEP) AND ARDS****EHBAB
(LEGAL)****TRANSITION
PLANNING (ITP)**

The District shall develop and annually review an individual transition plan (ITP) for each student enrolled in a special education program who is at least 16 years of age. The ITP shall be developed in a separate document from the IEP and shall not be considered a part of the IEP. The District shall coordinate development of the ITP with any participating agency and shall invite the student and the student's parents or guardians to participate in the development of the ITP. Education Code 29.011(e)

Transition planning shall be initiated by the District, but transition services are the responsibility of other state agencies as well. Subject to revision by mutual agreement of the agencies, the following are participating agencies for purposes of transition services: Texas Education Agency, Texas Department of Human Services, Texas Commission for the Blind, Texas Department of Protective and Regulatory Services, Texas Rehabilitation Commission.

The individual transition planning process shall be collaborative and based on long range goals. It shall be based on current information regarding the student's knowledge, skills, capabilities, interest, and preferences.

19 TAC 89.1110

**TEACHER
INVOLVEMENT**

The District shall have procedures to ensure that each teacher involved in a student's instruction has the opportunity to provide input and request Assistance regarding the implementation of the student's IEP. These procedures shall include a method for a student's regular or special education teachers to submit requests for further consideration of the student's IEP or its implementation. In response to this request, the further consideration is necessary and whether this consideration will be informal or will require an ARD committee meeting. If the District determines that an ARD committee meeting is necessary, the student's current regular and special education teachers shall have an opportunity to provide input.

The District shall also ensure that each teacher who provides instruction to a student with disabilities receives relevant sections of the student's current IEP, such as goals and objectives, modifications, and adaptations.

19 TAC 89.1075(d)

INSTRUCTIONAL DAY

An instructional day commensurate with that of students who do not have Disabilities shall be available to students with disabilities. The ARD committee shall determine the appropriate instructional setting and length of day for each student and specify these requirements in the student's IEP.

19 TAC 89.1075(e)

**DATE ISSUED: 09/01/01
EHBAD (LEGAL)**

In order to conceal student
identifiable information, per
FERPA (Family Educational
Rights and Privacy Act), 13 pages
have been withheld.

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

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

Section 0

S28 (a)

**CERTIFICATION OF SPECIAL EDUCATION TEACHER AND
DATE OF HIRE**

CONTINGENCIES
Region 20
EDUCATION SERVICE CENTER

August 31, 2000

Joseph Rendon
BLESSED SACRAMENT ACAD CHARTER H S
1135 Mission Road
San Antonio, TX 78210-4598

RE: Johnnie Allen Young
SSN: [REDACTED]

Dear Administrator:

We have received the Emergency Permit Application for the person referenced above. Based on the information provided on that form and/or other supporting documentation, the permit is approved. Permit coverage for the following assignment(s) is effective 08/02/2000 through 08/31/2001:

Generic Special Education/Secondary, Grades 9 - 12

A copy of this letter should be placed in the individual's personnel file with the district's copy of the permit application for compliance and accreditation purposes.

If the individual completes full permit renewal requirements as stated in the 19 Texas Administrative Code (TAC), Chapter 230, Subchapter Q, Permits, by August 31 of each school year, the district is authorized to renew the permit locally a maximum of 0 times without action by the State Board for Educator Certification.

Should you have additional questions or concerns, please contact me.

Sincerely,

Kathy Cervantez

Kathy Cervantez
Certification Specialist

1. SOCIAL SECURITY NUMBER

TEXAS EDUCATION AGENCY
Division of Educator Preparation and Certification

CONTINGENCIES

Emergency Permit

FEE: ☒ \$75—PER—Permit ☐ \$75—ROC—Initial Assignment Evaluation

NOTE: State Board of Education rules require permit fees to be paid by the requesting school district.

INSTRUCTIONS: Print or type using black ink. RETAIN THE ORIGINAL IN THE DISTRICT'S PERSONNEL OFFICE AND SUBMIT ONE COPY TO THE REGIONAL EDUCATION SERVICE CENTER WITHIN 60 DAYS OF THE INDIVIDUAL'S ASSIGNMENT. Permit requests for vocational assignments must be accompanied by a Statement of Qualifications (CERT-028) indicating approved experience required to teach the instructional area for which the permit is activated. For further assistance, contact the certification specialist at the regional education service center.

2. LAST NAME YOUNG		FIRST NAME JOHNNIE		MIDDLE NAME ALLEN	MAIDEN NAME	Generation 1 ☐ Jr. 2 ☐ Sr. 3 ☐ II 4 ☐ III
3. SCHOOL DISTRICT ADDRESS—Number and Street or P.O. Box 1135 MISSION ROAD						
CITY SAN ANTONIO		STATE TX		ZIP CODE 78210-4598		
4. Ethnic Group		5. Date of Birth		6. Sex Code		7. Citizenship Status
1 ☐ Native American	4 ☐ Hispanic	8 20 51 MM DD YY		M ☒ Male F ☐ Female		Are you a U.S. Citizen? ☒ Yes ☐ No
2 ☐ Asian	5 ☒ White					
3 ☐ African American						
8. Have you ever been convicted of a felony or misdemeanor other than a minor traffic violation? ☐ Yes ☒ No If Yes, state the date and place of arrest, nature of charge, date and court in which convicted, and subsequent disposition. _____ Attach a separate sheet if necessary.						
9. Have you ever had a teaching certificate revoked, suspended, or denied, in this or any other state? ☐ Yes ☒ No This does not apply to a certificate that is invalid solely because it has expired. If Yes, which state? _____ Attach complete details.						
10. Degree Status: 0 ☐ No Degree. List total semester hours earned: _____ 1 ☒ Bachelors 2 ☐ Masters 3 ☐ Doctors						

11. Applicant's Affidavit: All applicants must execute this affidavit.

"I ACCEPT THIS ASSIGNMENT AND CONSENT TO THE ACTIVATION OF THIS PERMIT.

"I have been advised and understand that to establish my eligibility for permit renewal I must complete a minimum of six semester hours as specified on my deficiency plan and provide evidence of successful performance on the competency examination of basic skills approved by the State Board of Education or, for vocational permits, the Texas Examination of Current Administrators and Teachers (TECAT).

"I further understand that if I do not complete the required semester hour and appropriate test requirements I will not be eligible for permit renewal.

"I do hereby agree, consent and direct that any person or entity maintaining information in any form relating to my criminal history shall release all such information upon the request of the Texas Education Agency.

"I do further hereby agree and permit the Texas Education Agency to obtain from any person or entity information relating to my personal background, my moral character and my worthiness to instruct the youth of this state, and do hereby expressly direct that any such person or entity release such information upon the request of the Texas Education Agency.

"I do hereby release, discharge and exonerate the Texas Education Agency, its agents or representatives, and any person or entity so furnishing information from any and all liability of every kind arising therefrom.

"The foregoing consent and release is valid and binding so long as I hold or seek any certificate, license, permit or other credential issued under the authority of the Texas Education Code."

"I have reviewed this application and I affirm that all information which I have provided on the application and attached documents is true."

DATE: **8/30/00**

Johnnie A. Young
Signature of Applicant

DRIVER'S LICENSE ID NUMBER

ISSUING STATE

TEXAS

Section P

CONTINGENCE

S35 (f)

BUDGET REFLECTING SPECIAL EDUCATION MONIES

BSA Budget Summary - Expenditures
2000-2001 Fiscal Year

587

Function	Obj Code	Program Intent Description	Amount	Comments

Expenditures - Fund 199 - General Operating Fund

CONTINGENCIES

11	6119	23 Salaries - Teachers (Special Ed)	\$ 29,240.00	
11	6141	23 SS/Med - Special Ed	\$ 423.98	
11	6142	23 Health Ins - Special Ed	\$ -	
11	6143	23 Workers Comp - Special Ed	\$ 804.10	
11	6145	23 Unemployment Comp - Special Ed	\$ 233.92	
11	6100	Subtotal Special Ed	\$ 30,702.00	
11	6219	23 Contracted Prof. Services - Special Ed	\$ 500.00	Co-op Payment
11	6219	23 Education Service Centers - Special Ed		
11	6249	23 Contracted Maintenance / Repair - Special Ed		
11	6269	23 Rentals/Operating Leases - Special Ed		
11	6200	Subtotal Special Ed	\$ 500.00	
11	6321	23 Textbooks - Special Ed		
11	6339	23 Testing Materials - Special Ed	\$ -	
11	6399	23 General Supplies - Special Ed	\$ 1,000.00	
11	6300	Subtotal Special Ed	\$ 1,000.00	
11	6411	23 Travel & Subsistence - Employee - Special Ed	\$ 100.00	
11	6412	23 Travel & Subsistence - Student - Special Ed		
11	6499	23 Misc. Operating Expense - Special Ed		
11	6400	Subtotal Special Ed	\$ 100.00	
11	Total		\$ 32,302.00	

* Salary Expense for Mr. Young (see copy of attached certification).

DETAIL INQUIRY EXPENDITURES
BLESSED SACRAMENT

PAGE NR.: 1
DATE RUN: Jan 23, 2001
PROGRAM : FIN3090

EXPENDITURE INQUIRY

DESCRIPTION	APPROPRIATION	ENCUMBRANCE	EXPENDITURE	BALANCE
TEACHERS/OTHER PROF'L SALARIES	29,240.00-	.00	7,215.44	22,024.56-
SOCIAL SECURITY/MEDICARE	433.98-	.00	104.62	319.36-
WORKERS' COMPENSATION	304.10-	.00	.00	304.10-
UNEMPLOYMENT COMPENSATION	233.92-	.00	.00	233.92-
PROFESSIONAL SERVICES-SPEC ED	500.00-	.00	.00	500.00-
GENERAL SUPPLIES-SPECIAL ED	1,000.00-	.00	.00	1,000.00-
TRAVEL & SUBSIST-EMPLOYEE ONLY	100.00-	.00	25.00	75.00-
TOTAL	32,302.00-	.00	7,345.06	24,956.94-

015801
GNTY-DIST #

BLESSED SACRAMENT ACAD CHARTER H S
DIST NAME

TEXAS EDUCATION AGENCY
DIVISION OF STATE FUNDING

CONTINGENCIES

STATE AID ENTITLEMENT
2000-2001 SCHOOL YEAR

BASIC INFORMATION

TOTAL REFINED ADA.....	137.820
SPECIAL EDUCATION FTES.....	0.000
HOMEBOUND.....	0.000
HOSPITAL CLASS.....	0.000
SPEECH THERAPY.....	0.000
RESOURCE ROOM.....	0.000
S/C MILD.....	0.000
S/C SEVERE.....	0.000
OFF HOME CAMPUS.....	0.000
VOCATIONAL ADJUSTMENT CLASS.....	0.000
MAINSTREAM.....	8.170
STATE SCHOOL.....	0.000
RESIDENTIAL CARE & TREATMENT.....	0.000
CAREER & TECHNOLOGY FTE.....	14.920
REGULAR PROGRAM ADA.....	122.900
BILINGUAL ADA.....	0.000
COMPENSATORY ED ENROLLMENT.....	148.500
PREGNANCY RELATED SERVICE FTE.....	4.600
GIFTED & TALENTED ENROLLMENT.....	0.000

WEIGHTED STUDENTS IN AVERAGE DAILY ATTENDANCE.....	202.704

PROGRAM INTENT CODE	FUND/ REVENUE

11	415/5819	REGULAR BLOCK GRANT.....	524.538
23		PRE-K AND K GRANT PROGRAM.....	0
23		SPECIAL EDUCATION BLOCK GRANT.....	0
23		MAINSTREAM SPECIAL EDUCATION.....	38.357
23		STATE SCHOOL ALLOCATION.....	0
23		RESIDENTIAL CARE & TREATMENT.....	0
22		CAREER & TECHNOLOGY BLOCK GRANT....	87.240
21		GIFTED & TALENTED OPERATIONAL GRANT..	0
24		COMPENSATORY EDUCATION.....	126.760
24		PREGNANCY RELATED SERVICES ALLOC....	47.315
25		BILINGUAL EDUCATION.....	0
99		TRANSPORTATION.....	0

199/5812	TOTAL FOUNDATION SCHOOL PROGRAM AID...	824.209

ADDITIONAL AID:		
411/5829	TECHNOLOGY ALLOTMENT.....	4.135
	(PAID FROM STATE TEXTBOOK FUND)	

TOTAL STATE AID CURRENT.....	828.343

Tuesday, January 9, 2001

BLESSED SACRAMENT ACADEMY CHARTER HIGH SCHOOL**CONTINGENCIES**

Admissions: The school conducts a type of lottery, but essentially the school operates on a first-come, first-served basis until the enrollment capacity of 180 is reached (p. 18). A question to ask the applicants might be: if in the spring the school has 170 returning students and no waiting list, and 10 students apply to transfer to BSA starting in the fall semester, are those 10 admitted, or does the school wait to see if others apply and then conduct a lottery? The school should establish an application period prior to each school year and, at the end of the application period, conduct a lottery if applications exceed available space. (The question is a little academic at present, because the school currently seems to have a long waiting list, from which they choose students at random.)

Geographic Boundaries: OK (p. 19 & Attachment C).

Impact Statement: OK (Attachments D & E).

Public Notice: OK (Attachment F).

Facilities: There is some ambiguity about governance of the school, which makes it difficult to understand the facilities arrangement. The school is in a 14.5-acre facility owned by "Sisters of the Incarnate Word and Blessed Sacrament" of Victoria, Texas (pp. 26-27). The lease included at Attachment S is between "Blessed Sacrament Academy" and "Blessed Sacrament Academy Charter School," which the lease recites are "two independent corporations who are not under common control or controlled by the same interests." Apparently the landlord is the sponsoring entity (the lease is signed on behalf of the landlord by Sister Odilia Korenek, President and CEO), and the tenant is a new corporation created to operate the charter school (perhaps at our request, so that the charter holder will be a nonsectarian entity).

Unless and until the SBOE grants an amendment to "transfer" the charter to the newly created corporation, though, this lease cannot really do what it purports to do. First, the two corporations are necessarily related and under common control, because the charter holder is Blessed Sacrament Academy, Inc., and it has an obligation to oversee operations of the school that it cannot completely delegate or assign to another entity. Any school management board (or even separate corporation) set up to operate the school would remain ultimately accountable to the charter holder. Second, the recipient of the State funding is the charter holder Blessed Sacrament Academy, Inc., so the tenant would have nothing with which to pay the landlord other than the landlord's own funds.

What this document can do is formalize how, as an internal accounting practice for Blessed Sacrament Academy, Inc., the use and costs of the property will be divided between the charter school's activities and other operations of the sponsoring entity.

Governance Structure: (see "Facilities," above) The sponsoring entity, Blessed Sacrament Academy, Inc., has an expressly religious purpose and has a governing board made up entirely of members of a religious order (Attachments V, W). It has set up a

BLESSED SACRAMENT ACADEMY CHARTER HIGH SCHOOL – p.2

CONTINGENCIES

school management board to oversee operations of the charter (p. 29 & Attachment X). This board appears to be nonsectarian and to comply with the Open Meetings Act. However, even the sponsoring entity board should be nonsectarian, and should comply with the Open Meetings Act when it discusses school business. If an IRS determination letter has been given to the newly created charter school corporation named in the lease, the SBOE should require the renewal applicants to seek a charter amendment to have the new corporation become the official charter holder.

Evidence of Nonprofit Status: OK – umbrella exemption of the Catholic Church (Attachment Z).

TEXAS EDUCATION AGENCY
Division of School Financial Audits

MEMORANDUM

CONTINGENCIES

To: Mary Perry

From: Brenda Niles

Date: Wednesday, December 19, 2000

RE: Review of Charter Application for Blessed Sacrament Charter School

The following summarizes various issues and/or concerns for Blessed Sacrament based on our review of their charter application.

Business Plan

Student Attendance Accounting

What is the purpose of three attendance times?

Financial Management

The school is operating under the 501(C)3 status of the Roman Catholic Church and are not required to file a form 990.

GENERATION 1 CHARTER SCHOOLS RENEWAL APPLICATION REVIEW

CONTINGENCIES

Please list and explain any issues that need clarification in the interview process.

ISSUE(S)	REQUIRED INFORMATION	APPLICATION PROVIDED
Confidentiality 300.560	<i>Any reference or assurance to follow 34 CFR 99 relating to FERPA and / or 300.560 – 300.577</i> • Notice to parents • Access rights for parents • Record of Access • Records on more than one child • List types and locations of information • Fees • Amendment of records at parent request • Opportunity for a hearing • Result of hearing • Hearing procedures • Destruction of information • Children's rights • Enforcement • Consent • Safeguards • Department use of personally identifiable information	Application included the following information: • Access rights for parents • Safeguards • Children's rights MISSING • Notice to parents • Record of Access • Records on more than one child • List types and locations of information • Fees • Amendment of records at parent request • Opportunity for a hearing • Result of hearing • Hearing procedures • Destruction of information • Enforcement • Consent
Procedural Safeguards 300.504	<i>Any reference or assurance to follow 34 CFR 300.504; or a reference to the State Procedural Safeguard Brochure;</i> • A copy given to parents at a minimum of ▪ Initial referral for evaluation ▪ Each ARD / IEP notification ▪ Reevaluation ▪ Receipt of a request for due process • Contents: ▪ Full explanation of independent evaluation ▪ Prior written notice ▪ Parental consent ▪ Access to educational records ▪ Opportunity to present complaints ▪ Initiate due process hearing ▪ AEP placement ▪ Mediation ▪ Private school students ▪ Due process hearing ▪ State level appeals ▪ Civil actions ▪ Attorneys' fee ▪ State complaint procedures • Understandable language	Application did not address this component. MISSING • A copy given to parents at a minimum of ▪ Initial referral for evaluation ▪ Each ARD / IEP notification ▪ Reevaluation ▪ Receipt of a request for due process • Contents: ▪ Full explanation of independent evaluation ▪ Prior written notice ▪ Parental consent ▪ Access to educational records ▪ Opportunity to present complaints ▪ Initiate due process hearing ▪ AEP placement ▪ Mediation ▪ Private school students ▪ Due process hearing

Procedural Safeguards (con't.)		CONTINGENCIES
Prior notice by agency; content of notice 300.503; .345	<i>Any reference or assurance to follow 34 CFR 300.503 and 300.345</i> • Notice. Five school days written notice given to parents before the charter ▪ Proposes to initiate or change educational placement, evaluation ▪ Refuses to initiate or change the above • Contents of notice: ▪ Description of action proposed or refused ▪ Explanation of why agency proposes or refuses ▪ Description of other options & why options refused ▪ Description of evaluation procedures, test, record ▪ Statement that parents have protection under document ▪ Sources for parents to contact ▪ Understandable language • Parent participation	Application does address charter knowledge of the Commissioner's Rule defining "reasonable time" as five school days. MISSING • Notice. Written notice given to parents before the charter ▪ Proposes to initiate or change educational placement, evaluation ▪ Refuses to initiate or change the above • Contents of notice: ▪ Description of action proposed or refused ▪ Explanation of why agency proposes or refuses ▪ Description of other options & why options refused ▪ Description of evaluation procedures, test, record ▪ Statement that parents have protection under document ▪ Sources for parents to contact ▪ Understandable language • Parent participation
Observation (assessment/evaluation) 300.530 – 300.543	<i>Any reference or assurance to follow 34 CFR 300.530, 300.543, and TEC 29.004</i> • Initial evaluation • Evaluation procedures • Determination of needed evaluation data • Determination of eligibility • Procedures for determining eligibility & placement • Reevaluation • Additional team members • Criteria for determining the existence of specific learning disabilities • Observation • Written report	Application response is vague. MISSING • Initial evaluation • Evaluation procedures • Determination of needed evaluation data • Determination of eligibility • Procedures for determining eligibility & placement • Reevaluation • Additional team members • Criteria for determining the existence of specific learning disabilities

Observation (con't.)		• Observation • Written report
Development & implementation of the IEP 300.342 – 300.350	<i>Any reference or assurance to follow 34 CFR 300.342-350</i> • When IEPs must be in effect • IEP / ARD meetings • IEP / ARD team • Development, review, and revision of the IEP (TAC 89.1050) • Content of the IEP ▪ Statement of the child's present levels of educational performance; ▪ Statement of measurable annual goals, including benchmarks or short-term objectives; ▪ Statement of the special education and related services and supplementary aids and services to be provided ▪ Explanation of the extent, if any, to which the child will not participate with non-disabled children with regular class ▪ Statement of any individual modifications in the administration of TAAS, alternative tests or district wide assessments of student achievement ▪ Projected date for the beginning of services and modifications ▪ Statement of how child's progress toward the annual goals will be measured ▪ How parents will be regularly informed of the child's progress • Agency responsibilities for transition services • IEP accountability	Application response is contradictory to federal and state law. NOTE Page 15, "...development and implementation of the special education student's IEP is accomplished by the consultation of the student's present instructors with special education instructor Mr. Johnnie Young." > Developing an IEP is an ARD committee process. "Recommendations of the faculty members are presented to the student's parent(s) and the ARD committee and the plan is accomplished." > Parents are members of the ARD committee. MISSING • When IEPs must be in effect • IEP / ARD meetings • IEP / ARD team • Development, review, and revision of the IEP (TAC 89.1050) • Content of the IEP • Agency responsibilities for transition services • IEP accountability
Least Restrictive Environment (LRE) Placement 300.550-553	<i>Any reference or assurance to follow 34 CFR 300.550-553</i> • General LRE requirements ▪ All placements are made on an individual basis • Continuum of alternative placements • Nonacademic settings	Application addressed general LRE requirements and placement determination. MISSING • Continuum of alternative placements • Nonacademic settings
Transition services 300.29	<i>Any reference or assurance to follow 34 CFR 300.29, TEC 29.011; TAC 89.1110, and the Transition MOU</i>	Application response is vague. MISSING • LEA must start addressing transition service needs when the student turns 14 by focusing on course of study.

		- Individual Transition Program (ITP) begins at age 16 or younger when appropriate. - Any reference to 34 CFR 300.29, TEC 29.011; TAC 89.1110, and the Transition MOU
Certified Personnel 300.23; 300.136	Any reference or assurance to follow 34 CFR 300.23, 300.136, TAC 89.1131, and SBEC certification requirements. - Qualified Personnel - Personnel standards	Application response does not address key concepts of this component. MISSING - Qualified Personnel - Personnel standards
FAPE – Free appropriate public education	Any reference or assurance to follow 34 CFR 300.121; 300.522 and TEC Chapter 37 - Free Appropriate Public Education (FAPE) 10 day rule - TEC Chapter 37 - Determination of Setting	Application response does not address key concepts of this component. NOTE Page 16, "...Exit ARD to withdraw them from BSA's Special Education Program..." ➤ Please clarify the charter's concept of an exit ARD, as well, provide knowledge of the difference between "exit ARD" and withdrawal ARD. MISSING - Free Appropriate Public Education (FAPE) 10 day rule - TEC Chapter 37 - Determination of Setting

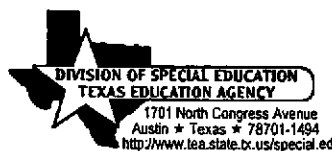
Please list and explain any areas of concern that need to be raised before the State Board of Education.

CONCERN	ASSURANCE REQUESTED
Charter could be at-risk for potential: - Due process hearings - FAPE violations - Compliance issues	Will the proposed charter submit documentation of knowledge in the specific areas requested above?
Transportation, page 27 "There are no transportation provisions for students served by the charter school."	Will the proposed charter school provide assurances to follow Federal and State laws regarding the transportation for students with disabilities?

Special Education Overview

First Generation

**Blessed Sacrament
Charter High School**



015-801

Blessed Sacrament Charter High School

20

County-District No.

Region

Complaints*No formal complaints received by Agency as of September 30, 2000.***Legal***No pending hearings, no hearings docketed as of September 30, 2000.***Accountability (program monitoring)**

Date of Visit	Number of Indicators Cited	Corrective Action Status	Special Education Compliance Status	Comments
11/30/98	13	Open	Site-Visit: Corrective Action Required (Unresolved)	Requested further information on several occasions. Corrective actions not acceptable (9/27/00). Corrective actions review visit scheduled for 3/19/01.

*Data provided by the Division of Accountability Evaluations, December 18, 2000***Funding**

Fiscal Year	IDEA-B Formula	Capacity Building	Preschool	State Special Education Block Grant
1999-2000	\$2,734.00	\$69.00	\$0.00	\$263.00
1998-1999	\$469.00	\$26.00	\$0.00	\$22,125.00
1997-1998	\$2,758.00	n/a	\$0.00	\$77.00

*Source: WEB SAS and Division of State Funding***Ethnicity**

Fiscal Year	Native Amer		Asian		Afr Amer		Hispanic		White		All Students		
	Non Sped	Sped	Non Sped	Sped	Non Sped	Sped	Non Sped	Sped	Non Sped	Sped	Non Sped	Sped	Total
1999-2000	0	0	0	0	■	■	151	18	10	■	163	21	184
1998-1999	0	0	0	0	6	0	134	6	9	0	149	6	155
1997-1998	0	0	■	0	■	0	140	0	9	0	152	0	152

*Source: PEIMS***Disability**

Fiscal Year	ED	LD	OHI	Other Disabilities
1999-2000	0	18	■	0
1998-1999	■	■	0	0
1997-1998	0	0	0	0

AI = Auditory Impairment
AU = Autism
DB = Deafblind
DD = Developmental Delay

ED = Emotional Disturbance
LD = Learning Disabled
MD = Multiple Disabilities
MR = Mental Retardation

NCEC = Noncategorical
OHI = Other Health Impaired
OI = Orthopedic Impairment

SI = Speech Impairment
TBI = Traumatic Brain Injury
VI = Visual Impairment

Source: PEIMS

Instructional Arrangement/Setting

Fiscal Year	Mainstream	Resource	Self-Contained	Res. Care & Treatment
1999-2000	21	0	0	0
1998-1999	6	0	0	0
1997-1998	0	0	0	0

Source: PEIMS

Discipline

Fiscal Year	Student Population		In-School Suspension		Expulsion w/o Ed. Placement	
	Non Sped	Sped	Non Sped	Sped	Non Sped	Sped
1999-2000	163	21	75	7	12	■
1998-1999	149	6	10	■	0	0

Note: Initial year of data collection 1998-99

Source: PEIMS

TAAS (Special Education Students Only)

Fiscal Year	Number Eligible to Take the TAAS	Number ARD-Exempted From Taking TAAS	Number Taking the TAAS	Number Passing TAAS
1999-2000	■	0	■	0
1998-1999	No special education students eligible to take TAAS			
1997-1998				

Source: Division of Student Assessment TAAS Data

CONTRACT FOR CHARTER RENEWAL

This contract is executed between the Texas State Board of Education, 1701 North Congress Avenue, Austin, Texas 78701-1494 (the "Board") and Por Vida, Inc., 1135 Mission Road, San Antonio, Texas 78210 ("Charter holder") for an open-enrollment charter to operate a Texas public school known as Blessed Sacrament Academy Charter High School.

General1. **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 holder" means Por Vida, Inc., the sponsoring entity identified in the charter application.

"Charter school" means Blessed Sacrament Academy Charter High School, the open-enrollment charter school. Por Vida, Inc. agrees to operate Blessed Sacrament Academy Charter High School as provided in this contract. The charter school is a Texas public school and a charter school within the meaning of 20 U.S.C. §8066.

"Agency" means the Texas Education Agency.

2. **The Charter.** This contract renews the open-enrollment charter granted to the corporation formerly known as Blessed Sacrament Academy Second Chance High School, now known as Por Vida, Inc., by that certain Contract for Charter attached as "Exhibit A" hereto. The terms of the charter include: (a) this Contract for Charter Renewal; (b) applicable law; (c) the Request for Proposals dated October 1995, as modified and superseded by Charter holder's application for charter renewal; (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board; (e) all statements, assurances, commitments and representations made by Charter holder in its application for charter renewal, attachments or related documents, to the extent consistent with (a) through (d); and (f) assurance by Charter holder, evidenced by execution of this contract, that no false information was submitted to the Agency or the Board by Charter holder, its agents or employees in support of its application for charter or for renewal. For purposes of this paragraph, information is "false" if the person submitting the information knew, or through reasonable diligence should have discovered, that the information submitted was not true.

3. **Authority Granted by Charter.** The charter authorizes Por Vida, Inc. to operate Blessed Sacrament Academy Charter High School subject to the terms of the charter. Action inconsistent with the terms of the charter shall constitute a 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. Charter holder 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 Charter holder may contract at fair market value for services necessary to carry out policies adopted by Charter holder or

MS Initialed by the SBOE Chair on 3/29/2004
SKR Initialed by the Charter holder Chair on 3/5/2004.2
JA Initialed by the Charter holder CEO on 3/16/2004.2

the governing body of the charter school. Charter holder may not engage or modify the terms of the engagement of a private management company without approval by the Board in accordance with Paragraph 7 of this contract.

5. Term of Charter. The charter shall be in effect from the date of execution through July 31, 2011, unless renewed or terminated; provided that before the end of the fifth year of the contract term, (a) the Board will conduct a review of the school's academic, financial, and compliance record; and (b) the Board and the school will negotiate new or modified contract terms upon completion of such review.

6. Renewal of Charter. On timely application by Charter holder 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 Charter holder by written amendment approved by vote of the Board. For purposes of this paragraph, the terms of the charter include, among other provisions, specifications concerning the school's governance structure, characteristics of the educational program to be offered, and the location, type and number of facilities at which the school will operate. 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. Student Performance. Notwithstanding any provision in Charter holder's application for charter or for renewal, acceptable student performance under Section 12.111(3), TEC, shall be student performance meeting the standards for an acceptable rating as determined by the commissioner of education under Title 19, Texas Administrative Code, Chapter 97, or under the Alternative Education Accountability Rating Procedures, if registered under those procedures.

9. Open Enrollment. Total enrollment shall not exceed the maximum number of students approved by the State Board of Education. 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, and have submitted a timely application, have been enrolled. Students will be admitted on the basis of a lottery if more students apply for admission than can be accommodated, or using another method approved by the Board.

10. Criminal History. Charter holder shall take prompt and appropriate measures if Charter holder or the charter school, or any of their employees or agents, obtains information that an employee or volunteer of the charter school or an employee, officer, or board member of a management company contracting with the charter school has a reported criminal history that bears directly on the duties and responsibilities of the employee, volunteer, or management company at the school. Charter holder further represents that the Board and the Agency shall be notified immediately of such information and the measures taken.

11. Reporting Child Abuse or Neglect. Charter holder shall adopt and disseminate to all charter school staff and volunteers a policy governing child abuse reports required by Chapter 261, Texas Family Code. The policy shall require that employees, volunteers or agents of Charter holder or the charter school report child abuse or neglect directly to an appropriate entity listed in Chapter 261, Texas Family Code.

HS Initialed by the SBOE Chair on 3/29/2008
SVK Initialed by the Charter holder Chair on 3/15/2008
HA Initialed by the Charter holder CEO on 3/16/2008

12. Notice to District. Charter holder 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.

13. School Year. Charter holder shall adopt a school year with fixed beginning and ending dates.

Financial Management

14. Fiscal Year. Charter holder shall adopt a fiscal year consistent with Section 44.0011, Education Code.

15. Financial Accounting. Unless otherwise notified by the Agency, Charter holder 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. Charter holder shall also comply with the standards for financial management systems outlined in 34 CFR §80.20.

16. Annual Audit. Charter holder 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. Charter holder shall file a copy of the annual audit report, approved by Charter holder, 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 A-133 or its successor.

17. Attendance Accounting. To the extent required by the commissioner, Charter holder shall comply with the "Student Attendance Accounting Handbook" published by the Agency; provided, however, that Charter holder shall report attendance data to the Agency at six-week intervals or as directed by the Agency.

18. Foundation School Program. Distribution of funds to the charter school under Section 12.106, TEC, is contingent upon Charter holder's compliance with the terms of the charter. Charter holder is ineligible to receive Foundation School Program funds prior to execution of this contract by the Board. Within 30 days of receiving notice of overallocation and request for refund under Section 42.258, TEC, Charter holder shall transmit to the Agency an amount equal to the requested refund. If Charter holder 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.

19. Tuition and Fees. Charter holder shall not charge tuition and shall not charge a fee except that it may charge a fee listed in Subsection 11.158(a), TEC.

20. Assets of Charter. Charter holder 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 authorized by the charter.

21. Indebtedness of Charter. Charter holder 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 authorized by the charter.

JS Initialed by the SBOE Chair on 3/29/2002
S.K. Initialed by the Charter holder Chair on 3/16/2002
JA Initialed by the Charter holder CEO on 3/6/2002

22. Interested Transactions. All financial transactions between the charter school and (a) Charter holder; (b) an officer, director, or employee of Charter holder or of the charter school; or (c) a person or entity having partial or complete control over Charter holder or the charter school shall be separately and clearly reflected in the accounting, auditing, budgeting, reporting, and record keeping systems of the charter school. Charter holder 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.

23. Non-Charter Activities. Charter holder 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 Charter holder 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 violation of the charter.

Governance and Operations

24. Records Retention and Management. Charter holder 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.

25. PEIMS Reporting. Charter holder shall report timely and accurate information to the Public Education Information Management System (PEIMS), as required by the commissioner.

26. Conflict of Interest. Charter holder shall comply with any applicable prohibition, restriction or requirement relating to conflicts of interest or fiduciary duties. If an officer or board member of Charter holder 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.

27. Disclosure of Campaign Contributions. Charter holder shall adopt policies that will ensure compliance with the disclosure requirements of State Board of Education Operating Rule 4.3 or its successor.

28. Indemnification. Except as limited by the Texas Constitution, Charter holder shall hold the Board and Agency harmless from and shall indemnify the Board and Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising out of, or in connection with wrongful acts of Charter holder, its agents, employees, and subcontractors.

29. Failure to Operate. Charter holder shall operate the charter school for the full school term as described in the charter application in each year of the charter contract. Charter holder 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. Charter holder may not suspend operation of the school for a period of more than three days without mailing written notice to the parent or guardian of each student and to the Agency at least 14 days in advance of the suspension; except that in an emergency Charter holder must notify the Agency by telephone or other means within 24 hours of suspending operations.

JS Initialed by the SBOE Chair on 3/29/2009

SOK Initialed by the Charter holder Chair on 3/6/2009

gm Initialed by the Charter holder CEO on 3/4/2009

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

30. Charter School Facility. Charter holder shall have and maintain throughout the term of the charter a lease agreement, title or other legal instrument granting to Charter holder the right to occupy and use one or more facilities suitable for use as the charter school facilities described by the charter. During any period of dormancy granted by the Board, this requirement may be waived by the Board. Facilities occupied and used as charter school facilities shall comply with all applicable laws, including, but not limited to, the Texas Architectural Barriers Act, Article 9102, Vernon's Texas Civil Statutes. The charter school shall not change location of its instructional facilities or administrative offices from those listed in the charter application or in a subsequent charter amendment without prior approval of the Board. When approved by the Board for a new location for an instructional facility, the Charter holder shall, prior to commencing school operations at that location, submit to the Charter Schools Division a certificate of occupancy or equivalent certificate for use of the facility at the new location as a public school, as required in the charter application.

Enforcement

31. Agency Investigations. The commissioner may in his sound discretion direct the Agency to conduct investigations of the charter school to determine compliance with the terms of the charter or as authorized in the Texas Education Code or other law. Charter holder, 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 violation of the charter.

32. Commissioner Authority. The commissioner in his sole discretion may take any action authorized by Chapter 39, TEC, Chapter 29, TEC, or Chapter 42, TEC relating to the charter school. Such action is not "adverse action" as used in this contract. Charter holder, its employees and agents shall fully cooperate with such actions. Failure to timely comply with any action authorized by Chapter 39, TEC, Chapter 29, TEC or Chapter 42, TEC is a violation of the charter.

33. Adverse Action. The Board in its sole discretion may modify, place on probation, revoke or deny timely renewal of the charter for cause ("adverse action"). Each of the following shall be cause for adverse action on the charter: (a) any material violation of the terms of the charter listed in paragraphs 2 and 3, including accountability provisions; (b) failure to satisfy generally accepted accounting standards of fiscal management; or (c) failure to comply with an applicable law or rule.

This Agreement

34. 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.

35. Severability. If any provision of this contract is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.

36. Conditions of Contract. Execution of this contract by the Board is conditioned on full and timely compliance by Charter holder with: (a) the terms, required assurances and conditions of the

 Initialed by the SBOE Chair on 3/29/2001
 Initialed by the Charter holder Chair on 3/6/2001
 Initialed by the Charter holder CEO on 3/6/2001

Request for Proposals dated October 1995; (b) applicable law; and (c) all commitments and representations made in Charter holder's renewal application and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).

37. 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.

38. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.

39. Governing Law. In any suit arising under this contract, Texas law shall apply.

40. Authority. By executing this contract, Charter holder represents that it is an "eligible entity" within the meaning of Section 12.101 (a), TEC. Charter holder 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 holder. Charter holder further represents that the person signing this contract has been properly delegated authority to do so.

For the State Board of Education:

Grace Shore
Grace Shore, Chair

3-21-02
Date

For Por Vida, Inc.:

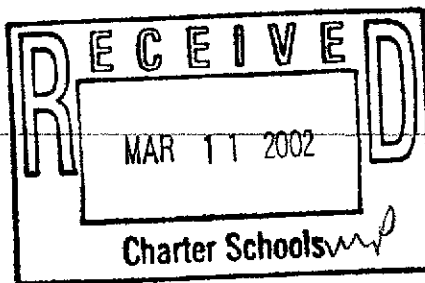
Joseph S. Rendon, Jr.
Joseph Rendon
Chief Executive Officer

6 Mar 02
Date

Odilia Korenek
Odilia Korenek
Chair, Governing Board

3-6-02
Date

KS Initialed by the SBOE Chair on 3/29/2002
SJK Initialed by the Charter holder Chair on 3/6/2002
JL Initialed by the Charter holder CEO on 3/6/2002



Contract

800 One Alamo Center
106 S. St. Mary's Street
San Antonio, Texas 78205-3603
Phone: 210.226.1166
Fax: 210.226.1133

March 8, 2002

Ms. Mary Perry
Charter Schools Division
Texas Education Agency
1701 North Congress Avenue
Austin, Texas 78701-1494

Re: Por Vida, Inc./Blessed Sacrament Academy Charter High School Contract
for Charter Renewal

Dear Ms. Perry:

The undersigned represents Por Vida, Inc./Blessed Sacrament Academy Charter High School. I have enclosed two partially-executed originals of the Por Vida, Inc./Blessed Sacrament Academy Charter High School, Inc.'s Contract for Charter Renewal for execution by the State Board.

Prior to signing the Contract, I discussed with Texas Education Agency's Legal Department the inconsistencies between this Contract for Charter Renewal and HB6. Ms. Margaret Baker explained that the Contract was not being updated to comport with BH6, but that the terms of HB6 governed the application of the Contract. Por Vida, Inc./Blessed Sacrament Academy's contract for Charter Renewal was signed with the express understanding that, to the extent the Contract is inconsistent with any of the terms of HB6, HB6 will govern.

Once the Board has executed the Contract for Charter Renewal, please return a copy to me for our files. Thank you for your consideration.

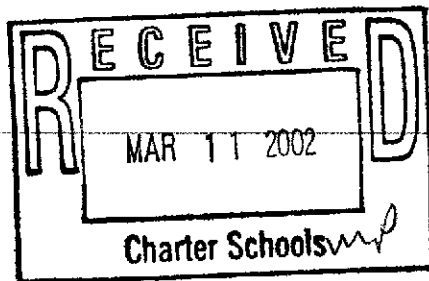
Very truly yours,

Bracewell & Patterson, L.L.P.

Julia M. Rendon
Julia M. Rendon

lh
ures

606



Contract

800 One Alamo Center
106 S. St. Mary's Street
San Antonio, Texas 78205-3603
Phone: 210.226.1166
Fax: 210.226.1133

March 8, 2002

Ms. Mary Perry
Charter Schools Division
Texas Education Agency
1701 North Congress Avenue
Austin, Texas 78701-1494

Re: Por Vida, Inc./Blessed Sacrament Academy Charter High School Contract
for Charter Renewal

Dear Ms. Perry:

The undersigned represents Por Vida, Inc./Blessed Sacrament Academy Charter High School. I have enclosed two partially-executed originals of the Por Vida, Inc./Blessed Sacrament Academy Charter High School, Inc.'s Contract for Charter Renewal for execution by the State Board.

Prior to signing the Contract, I discussed with Texas Education Agency's Legal Department the inconsistencies between this Contract for Charter Renewal and HB6. Ms. Margaret Baker explained that the Contract was not being updated to comport with BH6, but that the terms of HB6 governed the application of the Contract. Por Vida, Inc./Blessed Sacrament Academy's contract for Charter Renewal was signed with the express understanding that, to the extent the Contract is inconsistent with any of the terms of HB6, HB6 will govern.

Once the Board has executed the Contract for Charter Renewal, please return a copy to me for our files. Thank you for your consideration.

Very truly yours,

Bracewell & Patterson, L.L.P.

Julia M. Rendon

JMR/rjh
Enclosures

San Antonio\587327.1

606