

OPEN-ENROLLMENT CHARTER PETITION COVERSHEET

Section I. Current Information in Charter School Tracking System

Charter Holder Name: EAST FORT WORTH MONTESSORI SCHOOL
Charter School Name: EAST FORT WORTH MONTESSORI ACADEMY
Charter School County/District #: 220-811
Generation: 08
Maximum Approved Enrollment: 800
Grades Approved: PK3, PK4, K, 1, 2, 3, 4, 5

Campuses:

CDCN: 220-811-101-2
EAST FORT WORTH MONTESSORI ACADEMY
1401 Main Street
Fort Worth, TX 76112
Grade Levels Currently Served: PK, KG, 01, 02, 03, 04, 05

CDCN: 220-811-101-1
EAST FORT WORTH MONTESSORI ACADEMY
501 OAKLAND BLVD
FORT WORTH, TX 76103
Grade Levels Currently Served: PK, KG, 01, 02, 03, 04, 05

CDCN: 220-811-102
THE OLIVE TREE MONTESSORI ACADEMY
8601 RANDOL MILL RD
ARLINGTON, TX 76120
Grade Levels Currently Served: PK, KG, 01, 02, 03, 04

Geographical Boundary:

The original charter application and amendment history reflects that the following district(s) comprise the charter school's geographic boundary:

ALEDO ISD
ARLINGTON ISD
AZLE ISD
BIRDVILLE ISD
BURLESON ISD
CARROLL ISD
CARROLLTON-FARMERS BRANCH ISD
CASTLEBERRY ISD
CEDAR HILL ISD
COPPELL ISD
CROWLEY ISD
DALLAS ISD
DESOTO ISD
DUNCANVILLE ISD
EAGLE MT-SAGINAW ISD
EVERMAN ISD
FERRIS ISD
FORT WORTH ISD
GARLAND ISD
GRAND PRAIRIE ISD
GRAPEVINE-COLLEYVILLE ISD
HIGHLAND PARK ISD
HURST-EULESS-BEDFORD ISD
KELLER ISD
KENNEDEALE ISD
LAKE WORTH ISD
LANCASTER ISD
MANSFIELD ISD
MESQUITE ISD
NORTHWEST ISD
RICHARDSON ISD
SUNNYVALE ISD
WHITE SETTLEMENT ISD

The persons listed below will be contacted by agency staff if there are issues to be resolved in any of the renewal application sections. Note that any contact information, including email addresses, provided with the renewal application will be public information.

Superintendent's Name:

Sukai Durosimi

Telephone Number:

817-496-3003

Fax Number:

817-496-3004

E-mail Address:

sukai.durosimi@efwma.org

Board Chair's Name:

Robert Scarborough

Telephone Number:

817-896-1289

Fax Number:

E-mail Address:

robert@seitexas.com



Contact Name:

Sukai Durosimi

Telephone Number:

817-496-3003

Fax Number:

817-496-3004

E-mail Address:

sukai.durosimi@efwma.org

Web Address:

www.efwma.org

In accordance with the requirements of *TEC §12.1211*, an open-enrollment charter school shall list the names of the members of the governing body on the home page of the school's internet website. Provide the exact internet URL address where the names of the members of the governing body are listed.

<http://www.efwma.org/domain/8>

In accordance with the requirements of *TEC §12.136*, an open-enrollment charter school shall post the salary of the school's superintendent or CEO on the school's internet website. Provide the exact internet URL address where the superintendent's salary is posted.

<http://www.efwma.org/Page/546>

In accordance with *Local Government Code §140.006*, an open-enrollment charter school shall post continuously on the school's internet website the annual financials of the school. Provide the exact internet URL address where the annual financial statements of the charter school are continuously posted.

<http://www.efwma.org/Page/541>

Submit, as **Attachment 1**, the organizational chart for the charter school that specifies the administrative positions including the title and name of the individual currently in each position.

Submit, as **Attachment 2**, a chart that identifies all other entities under the direction of the charter holder. This would include entities and/or programs that the charter holder governs/manages in addition to the charter school. If the only entity under the direction of the charter holder is the charter school, submit this attachment as an explanation of such a scenario.

Submit each attachment behind this page of the application.

Please be aware that any change to the terms of an open-enrollment charter that relates to the following subjects:

- grade levels,
- maximum enrollment,
- geographic boundaries,
- approved campus(es),
- approved sites,
- relocation of campus,
- charter holder name,
- charter school (district) name,
- charter campus name,
- charter holder governance,
- articles of incorporation,
- corporate bylaws,
- management company,
- admission policy, or
- the educational program of the school

requires the commissioner of education's approval of an amendment. (See §100.1033(b) Types of amendments, 19 TAC Chapter 100.)

A. Specify the period during which applications for admission are accepted. *TEC, §12.117, requires that a charter school establish a reasonable application deadline for the submission of applications for admission.*

Beginning of Period (Month/Day)

November 14th

End of Period (Month/Day)

June 31st

B. If the school admits students by lottery when the number of admissions applications received exceeds the number of available spaces, describe the procedures followed in conducting the lottery. Lottery not utilized

If there are more eligible applicants than available spaces in a class, then a lottery will be conducted by the admission calendar. A name or number assigned to a name will be drawn for each vacancy that exists and each applicant whose name or number is drawn will be offered admission. Notification will be made by telephone, email or U.S Postal Service. The remaining names after acceptance will be drawn in order and placed on a waiting list. If vacancy arises before the commencement of the school year, the individual on the waiting list with the lowest number assignment will be offered admission and then removed from the waiting list.

C. If the school utilizes a lottery when oversubscribed, are any categories of applicants exempted from the lottery?

- Yes
- No
- Not applicable (because lotteries are not utilized)

If "Yes" was indicated in C above, state the categories of applicants that are exempted.

Children of the Charter founders
Children of employees in a work-site charter school

D. If the school utilizes a lottery when oversubscribed, specify the approximate date on which a lottery will be conducted.

Approximate Date of Lottery (Month/Day)

February 3rd

E. If the school does not utilize a lottery when oversubscribed, but rather fills the available positions in the order in which applications were received before the expiration of the application deadline (i.e., a "first-come, first-served" admission process), describe the manner in which the school notifies the community of the opportunity to apply for admission. *TEC, §12.117, requires a charter school that uses a first-come, first-served admission process when oversubscribed to publish a notice in a newspaper of general circulation not later than the seventh day before the application deadline.*

Nor Applicable

F. If the school has a separate process for re-enrollment, state the process and the timeline to be used.

Before Thanksgiving break, online registration opens for current students. A notification flyer is sent home to all parents reminding them to re-enroll. Students without a computer at home can request a paper registration.

G. State the procedures for processing applications received once the application deadline has passed.

Application received after the deadline will be times stamped, numbered and placed in a folder marked "Waiting list"

H. Describe the information that an applicant must provide in order to be considered for admission. *Applicants may not be required to provide copies of transcripts or other academic records until after they are offered admission and are enrolling. Furthermore, a student may not be precluded from enrolling due to the charter school's failure to receive information required for enrollment from the student's parent or guardian or previous school. See TEC, §25.002.*

Admission Requirements are: Birth Certificate; Social Security; Immunization Records, and completed Admission form

I. The charter holder certifies that the non-discrimination statement required by *TEC, §12.111 (a)(5)* is printed in the school's admission policy. *TEC, §12.111 (a)(5)* requires that a charter school's admission policy include a statement that the school will not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend.

Yes

No

J. Does the admission policy either require or permit the school to exclude from admission all students with documented histories of a criminal offense, a juvenile court adjudication, or discipline problems under TEC Chapter 37, Subchapter A as authorized by *TEC, § 12.111 (a)(5)(B)*?

Yes (The school excludes such students or reserves the right to exclude such students from admissions.)

No (The school does not deny admission to such students based on their documented histories of misconduct.)

Submit

- A current copy of the admission policy that incorporates the information provided in the above answers to questions A through H and any other relevant information (**Attachment 3**);
- A blank copy of the current admission application, i.e., the information requested when the student first seeks admission (**Attachment 4**); and
- A blank copy of the current enrollment form(s), i.e., the information required once an applicant has been offered admission and is registering for enrollment (**Attachment 5**)

The charter holder certifies it has policies and procedures in place that ensure implementation of all federal laws and regulations, Texas laws, State Board of Education (SBOE) and commissioner of education rules related to students with disabilities and further certifies any future amendments to the laws, regulations, and rules will be incorporated and implemented.



Signature of Charter Holder Board Chair
(Must sign in blue ink)



Date

Robert Scarborough

Printed Name of Charter Holder Board Chair

Facilities Assurances

If the charter school is not currently approved to serve students at residential facilities, do not provide a signature and indicate N/A on the signature line.

If operating a charter school campus on the site of a residential facility (RF) or serving students residing in or receiving services from an RF, the charter holder certifies by signing the assurance that:

Compliance with Special Education Requirements: The charter holder assures that it will comply with all of the requirements for the provision of educational services to students with disabilities as mandated by the Individuals with Disabilities Education Act, as amended, the Texas Education Code, and federal and state special education regulations. The charter holder acknowledges that state and federal special education requirements require, among other things, it provide a free and appropriate public education (FAPE) in the least restrictive environment (LRE) to students with disabilities residing in RFs. The charter holder further assures that it will provide, or seek the provision of, a FAPE to students with disabilities, which may require it to contract with outside service providers or another local educational agency to provide necessary services and supports to students with disabilities.

Geographic Boundaries: The charter holder assures that it will accept students who reside in the school district(s) that are within each campus's geographic boundaries regardless of the presence or absence of a disability or admission to or participation in an RF program.

Admissions Criteria: The charter holder assures that its admissions criteria will not be based on the presence or the absence of a disability; or on gender; national origin; ethnicity; religion; academic; artistic or athletic ability; or the home district the child would otherwise attend.

School Choice: The charter holder assures that parents/legal guardians (or adult students) will be advised that they may choose to enroll their child in either the charter school or the local public school district and that the elected choice will be documented in writing and filed for purposes of review or audit by the Texas Education Agency (TEA), an external auditor, or another entity.

Residential Facilities Monitoring (RFM) System: The charter holder assures that it understands that, pursuant to 19 (TAC) §97.1072, there is a specific system for monitoring school districts and charter schools serving students with disabilities who reside in RFs. The charter holder further assures that it understands it will be required to report data related to students with disabilities residing in RFs in TEA's data collection system known as *RF Tracker* and it may be subject to RFM intervention activities and on-site visits based upon a review of the data reported on a random selection or other means of selection.

Training: The charter holder assures that all personnel involved with serving students with disabilities residing in a RF and personnel involved with reporting data in *RF Tracker* will receive training on the RFM system. Please contact your regional Educational Service Center for information regarding the required RFM system training.

SECTION VII: Serving Students at Residential Facilities Assurances (Continued)

The charter holder assures this document has been shared with, and understood by, the RF board and that the RF board has acknowledged its understanding of all federal laws and regulations, Texas laws, State Board of Education (SBOE) and commissioner of education rules related to charter schools serving students at residential facilities and further certifies that any future amendments to the laws, regulations, and rules will be incorporated and implemented.



Signature of Charter Holder Board Chair
(Must sign in blue ink)



Date

Robert Scarborough

Printed Name of Charter Holder Board Chair

SECTION VIII Bilingual/ESL, Section 504, and Dyslexia Assurances

Texas Education Code, Chapter 29, Subchapter B, TEC §12.104(b)(2)(G), and 19 TAC §§89.1201-89.1265 require charter schools to identify limited English proficient students based on state criteria and to provide an appropriate bilingual education or English as a second language program conducted by teachers certified for such courses.

A. The charter holder certifies it has policies and procedures in place to ensure it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to limited English proficient students.

Yes

No

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, prohibits discrimination on the basis of disability in any program receiving federal financial assistance. A recipient that operates a public education program or activity shall provide a free, appropriate public education to qualified individuals.

B. The charter holder certifies it has policies and procedures in place to ensure it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students protected by Section 504.

Yes

No

Texas Education Code §38.003, TEC §12.104(b)(2)(K), 19 TAC §74.28 and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, require charter schools to identify students with dyslexia or related disorders and to provide appropriate educational services.

C. The charter holder certifies it has policies and procedures in place to ensure it complies with the legal and regulatory requirements concerning identifying and providing appropriate educational services to students with dyslexia or related disorders.

Yes

No

I further certify that any future amendments to the laws, regulations, and rules will be incorporated and implemented.



Signature of Charter Holder Board Chair
(Must sign in blue ink)



Date

Robert Scarborough

Printed Name of Charter Holder Board Chair

SECTION IX

Check Assurance

The charter holder certifies it is in compliance with *TEC §12.120*, and confirms that no individual is serving in any capacity if he or she has been convicted of a misdemeanor involving moral turpitude; a felony; an offense listed in *TEC §37.007(a)*; or an offense listed in *Article 62.001(5) Code of Criminal Procedures*; unless the individual is eligible to be employed in a position in a school district under *TEC §12.120 (a-1)*.

Additionally, the charter holder confirms all current fingerprinting and criminal record checks are available for all employees, including contract employees; volunteers who indicated in writing their intention to serve; board members; and officers of the charter holder who are not on the board, in compliance with *TEC §§12.1059, 22.0832-22.0835*.



Signature of Charter Holder Board Chair
(Must sign in blue ink)



Date

Robert Scarborough







Printed Name of Charter Holder Board Chair

SECTION X: Certificate of Acknowledgment

This section requires at least a majority of the governing body of the charter holder to certify it has had an opportunity to review the completed renewal application and has authorized, during an open meeting, submission of the application to the commissioner of education for consideration of renewal of the charter.

CERTIFICATE OF ACKNOWLEDGEMENT

The undersigned members of the governing body of the charter holder hereby acknowledge that they have had an opportunity to review the completed renewal application and have authorized its submission, during an open meeting, to the commissioner of education for consideration of the renewal of the charter:

Typed Name (Type name next to corresponding signature)	Signature (Must sign in blue ink)	Date*
John Roberts		12/20/2016
Robert Scarborough		12/20/2016
Sandy Joyce		12/20/16
Tasha Morris		12/20/16
Troy Gardner		12/20/16
Willette Hall		12-20-2016
Aya Nomura		

*Members are to sign the acknowledgement during an open meeting; therefore, the date next to each signature must reflect the date of the meeting.

Texas Education Agency Contact Information

Mike Morath
Commissioner of Education

AJ Crabill
Deputy Commissioner, Governance

Heather Mauzé
Director, Division of Charter School Administration

For further information contact the Division of Charter School Administration at:

Texas Education Agency
1701 North Congress Avenue
Austin, Texas 78701

(512) 463-9575
(512) 463-9732 fax

Email - CharterSchools@tea.texas.gov

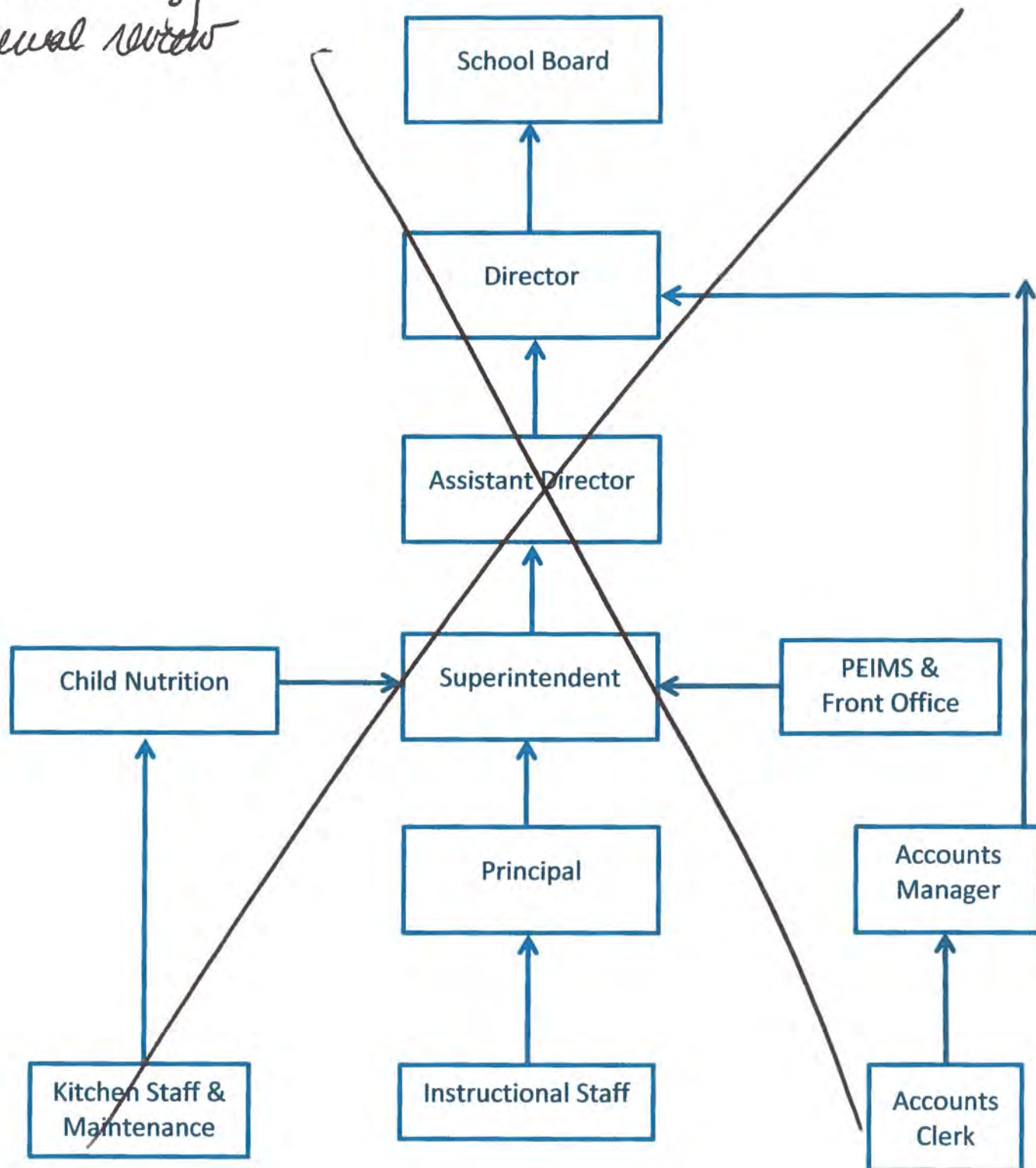
Or visit the website:
http://tea.texas.gov/Texas_Schools/Charter_Schools/Charter_Schools/

Charter Renewal Process

East Fort Worth Montessori Organization

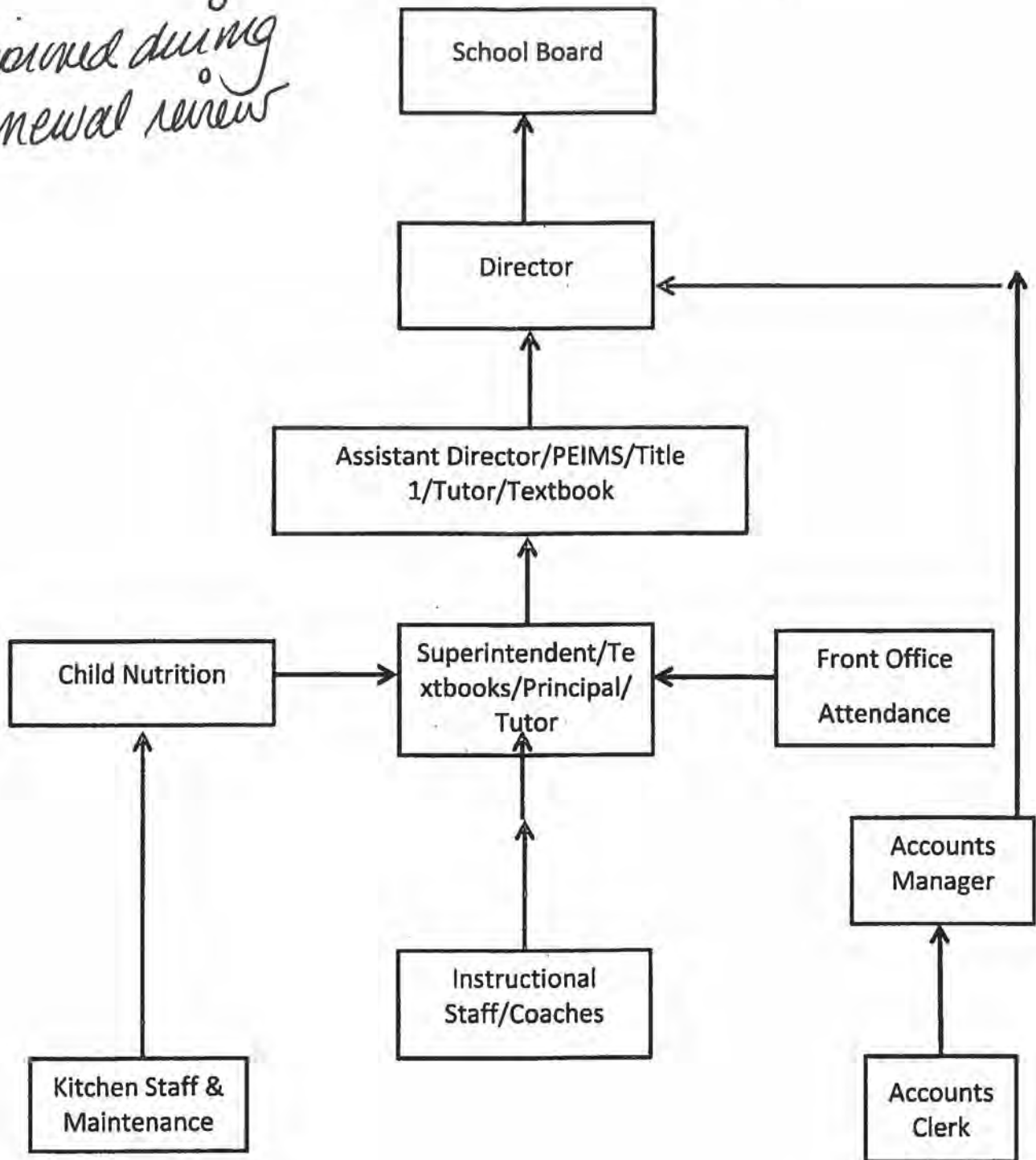
*revised during
renewal review*

Chart (Attachment 1)



East Fort Worth Montessori Organizational Chart (attachment 1)

approved during renewal review



Attachment 2

The ONLY entity under the direction of the charter holder is the Charter School.

Admissions and Enrollment Attachment 3

*revised during
renewal review*

Admission and enrollment of students is opened to persons who reside within the geographic boundaries of EFWMA's charter and who are eligible for admission based on lawful criteria identified in the charter and in law. The total number of students enrolled in the School will not exceed the number of students approved in the charter. Applications for admission will be due by a reasonable deadline to be set each year by the administration.

Students in secondary boundaries and outside the School's primary designated geographic area may not be admitted to fill a vacancy until all eligible applicants within the primary geographic boundary who have submitted a timely application have been offered that vacancy and enrolled. If EFWMA has served all eligible applicants from its primary geographic area, it may admit students from secondary geographic areas on the same nondiscriminatory basis as the students from the primary designated geographic area.

Non-Discrimination

EFWMA does not discriminate on the basis of race, religion, color, national origin, sex, or disability in providing educational services, activities, and programs in accordance with Title VII of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, as amended.

When making admissions decisions, EFWMA does not discriminate against students on the basis of sex; national origin; ethnicity; religion; disability; academic, artistic, or athletic ability; or the district the child would otherwise attend under state law.

Exception to Admission

As provided in the EFWMA charter, the School may exclude students from admission who have a documented history of a criminal offense, juvenile court adjudication, or discipline problems.

Lottery

If the number of eligible applicants does not exceed the number of vacancies, then all qualified applicants who have timely applied will be offered admission. If there are more eligible applicants than available spaces in a class, then a lottery will be conducted by the admission calendar. A name – or number assigned to a name – will be drawn for each vacancy that exists, and each applicant whose name or number is drawn will be offered admission. Notification will be made by telephone, e-mail or U.S. Postal Service. Failure of an applicant to respond within 48 hours of the date the telephone call or e-mail was sent, or within three business days of a post-marked letter, will result in forfeiture of the applicant's position in the admission process. Parents notified by mail should call the School immediately upon receipt of the notice in order to retain their child's offer.

The remaining names will then be drawn and placed on a waiting list in the order in which they are drawn. If a vacancy arises before the commencement of the school year, the individual on the waiting list with the lowest number assignment will be offered admission and then removed from the waiting list. If an application is received after the application period has passed, the applicant's name will be added to the waiting list behind the names of the applicants who timely applied.

Exceptions

Federal guidelines permit EFWMA to exempt from the lottery students already admitted, children of the charter's founders, and children of employees in a work-site charter school.

Student Information

Any student admitted to EFWMA Schools must provide all documents as requested. Such as report cards, SSI paper work, 504 forms, accommodations from the previous school attended, verification of residency and current immunization records. Every student enrolling Pre-K and Kindergarten for the first time must present documentation of immunizations as required by the Texas Department of State Health Services.

revised during renewal review

No later than 30 days after enrolling, the parent must furnish birth certificate and students school records.

EFWMA will forward a student's records on request to a school in which a student seeks or intends to enroll without the necessity of the parent's consent.

Residency Information

Texas Education Code § 25.001 authorizes Texas schools to obtain evidence that a person is eligible to attend public schools at the time of enrollment. To be eligible for continued enrollment at EFWMA, each student's parent or guardian must show proof of residency at the time of enrollment. Residency may be verified through observation, documentation, and other means including, but not limited to:

1. A recently paid rent receipt.
2. A current lease agreement.
3. The most recent tax receipt indicating home ownership.
4. A current utility bill indicating the address and name of the residence occupiers.
5. Mailing addresses of the residence occupiers.
6. Visual inspection of the residence.
7. Interviews with persons with relevant information.
8. Building permits issued to a parent on or before September 1st of the school year in which admission is sought (permits will serve as evidence of residency for the school year in which admission is sought only).

Falsification of residence on an enrollment form is a criminal offense.

*approved during
renewal review*

Admissions and Enrollment Attachment 3

Admission and enrollment of students is opened to persons who reside within the geographic boundaries of EFWMA's charter and who are eligible for admission based on lawful criteria identified in the charter and in law. The total number of students enrolled in the School will not exceed the number of students approved in the charter. Applications for admission will be due by a reasonable deadline to be set each year by the administration.

Students in secondary boundaries and outside the School's primary designated geographic area may not be admitted to fill a vacancy until all eligible applicants within the primary geographic boundary who have submitted a timely application have been offered that vacancy and enrolled. If EFWMA has served all eligible applicants from its primary geographic area, it may admit students from secondary geographic areas on the same nondiscriminatory basis as the students from the primary designated geographic area.

Non-Discrimination

EFWMA does not discriminate on the basis of race, religion, color, national origin, sex, or disability in providing educational services, activities, and programs in accordance with Title VII of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, as amended.

When making admissions decisions, EFWMA does not discriminate against students on the basis of sex; national origin; ethnicity; religion; disability; academic, artistic, or athletic ability; or the district the child would otherwise attend under state law.

Exception to Admission

The School (A) provide for the exclusion of a student who has a documented history of a criminal offense, a juvenile court adjudication, or discipline problems under Subchapter A, Chapter 37;

Lottery

If the number of eligible applicants does not exceed the number of vacancies, then all qualified applicants who have timely applied will be offered admission. If there are more eligible applicants than available spaces in a class, then a lottery will be conducted by the admission calendar. A name – or number assigned to a name – will be drawn for each vacancy that exists, and each applicant whose name or number is drawn will be offered admission. Notification will be made by telephone, e-mail or U.S. Postal Service. Failure of an applicant to respond within 48 hours of the date the telephone call or e-mail was sent, or within three business days of a post-marked letter, will result in forfeiture of the applicant's position in the admission process. Parents notified by mail should call the School immediately upon receipt of the notice in order to retain their child's offer.

The remaining names will then be drawn and placed on a waiting list in the order in which they are drawn. When a vacancy arises, names on the waiting list will be offered admission and then removed from the waiting list. If an application is received after the application period has passed, the applicant's name will be added to the waiting list behind the names of the applicants who timely applied.

Exceptions

Federal guidelines permit EFWMA to exempt from the lottery students already admitted, children of the charter's founders, and children of employees in a charter school.

Student Information

Any student admitted to EFWMA Schools must provide all documents as requested. Such as report cards, SSI paper work, 504 forms, accommodations from the previous school attended, verification of residency and current immunization records. Every student enrolling Pre-K and Kindergarten for the first time must

16. GEOGRAPHIC BOUNDARIES AND STATEMENTS OF IMPACT

The area served will be Tarrant County. Bounded on the east by Dallas County, on the north by Denton County, on the West by Parker County and on the south by Johnson County. Tarrant County includes the City of Fort Worth, and Arlington. It also includes several smaller towns and cities. EFWMS charter will focus its recruitment on South and Southeast Fort Worth, Arlington, Crowley, White Settlement, Everman, Forest Hill and Southlake. School districts from which EFWS will accept students are: (See ATTACHMENT- 26)

Fort Worth ISD

Crowley ISD

White Settlement ISD

Arlington ISD

Everman ISD

South Lake ISD

EFWMS Charter will not, pursuant to Civil Action 5281, accept any students from school districts not identified in Attachment 26.

EFWMS will comply with the reporting requirements set forth by TEA in its letter of March 20, 2000. (www.tea.state.tx.us/eo/)

Copy Of Return Receipts - Attachment 27:

Impact statements were sent to the Districts listed above, and the return receipts are attached.

LIST OF SCHOOL DISTRICTS FROM WHICH STUDENTS WILL BE
ACCEPTED

Fort Worth ISD

Crowley ISD

Carroll ISD

White Settlement ISD

Arlington ISD

Everman ISD

South Lake ISD

2017-2018 Admission Application (EFWMA)

1. Student's First Name?*

2. Enrolling in Grade?*

3. Student's Last Name?*

4. Student's Physical Address? *

5. Social Security Number*

6. City, if not Fort Worth

7. Zip Code*

8. Birthdate*

9. Sex*

10. Name of Member in Household*

	Name of Member in Household	Earnings from Work before Deductions	Welfare, Child Support, Alimony	Pensions, Retirement, Social Security	Other	No Income
1.						
2.						
3.						
4.						
5.						
6.						

11. Campus ID of residency (Student's home school)*

12. Ethnicity:*
Select at least 0 and no more than 0.
 Hispanic/Latino Non Hispanic/Latino

13. Race:*
Select at least 0 and no more than 0.
 White
 Asian
 Black/African American
 American Indian/ Alaskan Native
 Hawaiian/Pacific Islander

revised during renewal review

Complete next section only if you are enrolling your child in the Pre-Kindergarten program.

If applying for the Pre-Kindergarten program, the law requires each household to give an income statement prior to enrollment.
1. Name (List everyone in the household)
2. Income and how often it is received from each person in your household.

3. Place income amount and letter after the amount. Weekly (W), Monthly (M), Every 2 Weeks (E), Twice a Month (T)

14. (Parent/Guardian) Last Name*

15. First Name*

16. Relationship to Child*

17. Phone #*

18. Personal Email Address*

19. Place of Employment*

20. Cell phone #*

21. How did you hear about the school?

*revised during
renewal review*

EFWMA prohibits discrimination in its admission policy on the basis of sex, national origin, ethnicity, religion, disability, academic, or athletic ability or the district the student would otherwise attend. However, EFWMA provide for the exclusion of a student who has a documented history of a criminal offense, a juvenile court adjudication, or discipline problems under TEC, 12.111(a)(6). Non disclosure or falsification of information on this document will terminate the application process.

La matriculación sera determinado segun el orden en que van llegando las aplicaciones. La escuela de East Fort Worth Montessori Academy proibe cualquier discriminacion en el proceso de admision por motivos de sexo, origen, nacionalidad, grupo, etnico, religion, o habilidades academicas, o athleticas. Sin embargo, EFWMA exculge a un estudiante que tenga un historial de crime, una sentenciq de la corte juvenil a problemas de disciplina baja la seccion 12.111(a)(6). La falsificacion o omision de informacion en este documento anulara el proceso de inscripcion.

Done Cancel

2017-2018 Application

Attachment 4

- 1. Enrolling Grade?*-----
- 2. Student's First Name?*
- 3. Student's Last Name?*
- 4. Student's Physical Address? *
- 5. City, if not Fort Worth
- 6. Zip Code*
- 7. Social Security Number
- 8. Birthdate*
- 9. Campus ID of residency (Student's home school)*
- 10 (Parent Guardian) Last Name*
- 11. First Name*
- 12.
- 13. Relationship to Child*
- 14. Phone #*
- 15. Personal Email Address*
- 16. Cell phone #*

*approved
during
renewal
review*

East Fort Worth Montessori Registration Form

School Year 2016-2017

Student Information

Student Last Name	First Name	Grade Level	Original entry dt.	Track	Social Security Number	Password: needed if calling by phone to make changes.
Gender	Date of Birth	Birth Place	Age (Sept. 1, 2016)			
Physical Address: _____						Student Home School: _____
Mailing Address: _____						Will your child be using after school care? <input type="checkbox"/> Yes <input type="checkbox"/> No

Parent Information

1. Guardian: _____ Relation: _____	2. Guardian: _____ Relation: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Employer: _____	Employer: _____
Cell Ph: _____ Home Ph: _____ Bus: _____	Cell Ph: _____ Home Ph: _____ Bus: _____
Phone Preference: Cell <input type="checkbox"/> Home <input type="checkbox"/> Business <input type="checkbox"/>	Phone Preference: Cell <input type="checkbox"/> Home <input type="checkbox"/> Business <input type="checkbox"/>
Email: _____	Email: _____
Receive Mailouts: <input type="checkbox"/> Yes <input type="checkbox"/> No Language for Mailouts: <input type="checkbox"/> English <input type="checkbox"/> Spanish	Receive Mailouts: <input type="checkbox"/> Yes <input type="checkbox"/> No Language for Mailouts: <input type="checkbox"/> English <input type="checkbox"/> Spanish
Svc. Branch: _____ Rank: _____	Svc. Branch: _____ Rank: _____
Enrolling Person: _____	Enrolling Person: _____

Emergency Contact Information

3. Name: _____	Relation: _____	Home Ph: _____	Bus Ph: _____	Cell Ph: _____
Phone Preference: _____ Cell/Home/Business/Other				
4. Name: _____	Relation: _____	Home Ph: _____	Bus Ph: _____	Cell Ph: _____
Phone Preference: _____ Cell/Home/Business/Other				
Doctor Preference: _____ Phone: _____ Dentist Preference: _____ Phone: _____				
Hospital Preference: _____ Phone: _____ Other Medical: _____ Phone: _____				
List any allergies: _____				

Sibling Information

Brothers/Sisters	Grade	School	Brothers/Sisters	Grade	School

The above information is required for a permanent school record of your child and will be used by school personnel. Presenting false documents, records or information is a violation of state law and may subject you withdrawing your child from EFWMA. I certify that the information given above is correct. I authorize the school to contact the person named on this form and the above named physician to render such treatment as may be necessary in an emergency of said child. In the event parents, physician, or other persons named cannot be contacted, school officials are hereby authorized to take whatever action is necessary in their judgement for the health of the above child. I will not hold the school district financially responsible for emergency care and/or transportation.

Parent or Guardian Signature _____ Date of Birth _____ Date _____

(For Office Use Only)

Teacher Name: _____	Control No.: _____ Eligibility Code: _____
Birth Certificate on File: _____ PK Par Mil: _____ PK Foster: _____	Immunization on File: _____ Title I: _____
Soc Sec Copy on File: _____ At Risk: _____ Migrant: _____	Hm Lng: _____
Gift: _____ LEP: _____ BIL: _____ ESL: _____ Par Per: _____ Econ: _____	Special Education: _____ Prim: _____ Sec: _____ Tert: _____ Multi: _____

East Fort Worth Montessori Academy

HOME LANGUAGE SURVEY-19TAC Chapter89, Subchapter BB §89.1215

TO BE COMPLETED BY PARENT OR GUARDIAN (OR STUDENT IF GRADES 9-12): The state of Texas requires that the following information be completed for each student that enrolls for the first time in Texas Public Schools. This survey shall be kept in each student's record folder.

NAME OF STUDENT _____:STUDENT ID# _____

ADDRESS _____ TELEPHONE# _____

CAMPUS _____

1. What language is spoken in your home most of the time? _____
2. What language does your child speak most of the time? _____

Signature of Parent/Guardian

Date

Cuestionario del idioma que se habla en el hogar

DEBE DE COMPLETARSE POR EL PADRE/MADRE/ O REPRESENTANTE LEGAL: (O POR EL ESTUDIANTE SI ESTA EN LOS GRADOS 9-12): El estado de Texas requiere que la siguiente informacion se complete para cada estudiante que se matricula por primera vez en una escuela publica de Texas. Este cuestionario se archivara en el expediente del estudiante.

NOMBRE DEL ESTUDIANTE _____ #ID _____

DIRECCION _____ TELEFONO _____

ESCUELA _____

1. ¿Que idioma se habla en su hogar la mayoria del tiempo? _____
2. Que idioma habla su hijo/a la mayoria del tiempo? _____

Firma del Padre/Madre/ o Representante Lega

Fecha

**Texas Education Agency
Texas Public School Student/Staff Ethnicity and Race Data Questionnaire**

The United States Department of Education (USDE) requires all state and local education institutions to collect data on ethnicity and race for students and staff. This information is used for state and federal accountability reporting as well as for reporting to the Office of Civil Rights (OCR) and the Equal Employment Opportunity Commission (EEOC).

School district staff and parents or guardians of students enrolling in school are requested to provide this information. If you decline to provide this information, please be aware that the USDE requires school districts to use observer identification as a last resort for collecting the data for federal reporting.

Please answer both parts of the following questions on the student's or staff member's ethnicity and race. *United States Federal Register (71 FR 44866)*

Part 1. Ethnicity: Is the person Hispanic/Latino? (Choose only one)

- Hispanic/Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- Not Hispanic/Latino**

Part 2. Race: What is the person's race? (Choose one or more)

- American Indian or Alaska Native** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintains a tribal affiliation or community attachment.
- Asian** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- Black or African American** - A person having origins in any of the black racial groups of Africa.
- Native Hawaiian or Other Pacific Islander** - A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- White** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

_____ Student Name (please print)

_____ (Parent/Guardian) Signature

This space reserved for Local school observer – upon completion and entering data in student software system, file this form in student's permanent folder.

Ethnicity – choose only one:

_____ Hispanic / Latino

_____ Not Hispanic/Latino

Race – choose one or more:

_____ American Indian or Alaska Native

_____ Asian

_____ Black or African American

_____ Native Hawaiian or Other Pacific Islander

_____ White

Observer signature:

Date:

Agencia de Educación de Texas

Cuestionario de Información de Datos Raciales y de Etnicidad de Estudiantes/Miembros de Personal de las Escuelas Públicas de Texas

El Departamento de Educación de Estados Unidos (USDE) requiere que todas las instituciones estatales y locales de educación, recopilen datos sobre etnicidad y raza de los estudiantes y de miembros de personal. Esta información es utilizada para los reportes estatales y federales así como para reportar a la Oficina de Derechos Civiles (OCR) y a la Comisión de Igualdad en el Empleo (EEOC).

Al personal del distrito escolar y los padres o representante legal de estudiantes que deseen matricularse en la escuela, se le requiere proporcionar esta información. Si usted rehúsa proporcionarla, es importante que sepa que el USDE requiere que los distritos escolares usen la observación para identificación como último recurso para obtener estos datos utilizados para reportes federales.

Favor de contestar ambas partes de las siguientes preguntas sobre la etnicidad y raza del estudiante así como del miembro de personal. Registro Federal de Estados Unidos (71 FR 44866).

Parte 1. Etnicidad: ¿Es la persona Hispana/Latina? (Escoja solo una respuesta)

- Hispano/Latino** – Una persona de origen cubano, mexicano, puertorriqueño, centro o sudamericano o de otra cultura u origen español, sin importar la raza.
- No Hispano/Latino**

Parte 2. Raza. ¿Cuál es la raza de la persona? (Escoja uno o más de uno)

- Indio Americano o Nativo de Alaska** – Una persona con orígenes o de personas originarias de Norte y Sudamérica (incluyendo America Central), y que mantiene lazos o apego comunitario con una afiliación de alguna tribu.
- Asiático** – Una persona con orígenes o de personas originarias del Lejano Este, Sureste de Asia o el subcontinente indio, incluyendo, por ejemplo a Cambodia, China, India, Japón, Corea, Malasia, Pakistán, las Islas Filipinas, Tailandia y Vietnam.
- Negro o Africano-Americano** – Una persona con orígenes de cualquier grupo racial negro de África.
- Nativo de Hawai u otras islas del pacífico** – Una persona con orígenes o de personas originarias de Hawai, Guam, Samoa u otras Islas del Pacífico.
- Blanco** – Una persona con orígenes de personas originarias de Europa, el Medio Este o el Norte de África.

Nombre del Estudiante/Miembro de Personal
(por favor use letra de imprenta)

Firma (Padre/Representante legal)
/(Miembro de personal)

Número de Identificación del
Estudiante/Miembro del personal

Fecha

This space reserved for Local school observer – upon completion and entering data in student software system, file this form in student's permanent folder.

Ethnicity – choose only one:
 Hispanic / Latino
 Not Hispanic/Latino

Race – choose one or more:
 American Indian or Alaska Native
 Asian
 Black or African American
 Native Hawaiian or Other Pacific Islander
 White

Observer signature:

Campus and Date:

STUDENT HEALTH INFORMATION

Student: _____ Grade _____ Date: _____

HISTORY OF HEALTH CARE NEEDS

ADHD: _____ HEART: _____
AUTISM: _____ MOBILITY: _____
ASTHMA: _____ SEIZURES: _____
DEPRESSION/ANXIETY: _____ URINARY: _____
DIABETES: _____ VISION: _____
HEARING: _____ OTHER: _____

MEDICATION ALLERGY: _____

REQUEST FOR FOOD ALLERGY INFORMATION

(The District must request, at the time of enrollment, that the parent or guardian of each student attending the District disclose the student's food allergies. This form will satisfy this requirement. Additional information regarding food allergies, including maintaining records related to a student's food allergies. This form allows you to disclose whether your child has a food allergy or severe food allergy that you believe should be disclosed to the District in order to enable the District to take necessary precautions for your child's safety. Allergy's must be supported by a Doctor's note.

"Severe food allergy" means a dangerous or life-threatening reaction of the human body to a food-borne allergen introduced by inhalation, ingestion, or skin contact that requires immediate medical attention.

Please list any foods to which your child is allergic or severely allergic, as well as the nature of your child's allergic reaction to the food.

Food:	Nature of allergic reaction to the food:

Parent/Guardian Signature: _____ Date form returned: _____

Pick Up List
(People who student can be released to)

Student Last Name	First Name	(password)
-------------------	------------	------------

Name of Person(s) or Day Care Authorized to pick up your child(ren) at any time:
please print clear...

<input type="checkbox"/>	Daycare	Individual (Name) _____	relation _____	phone# _____
<input type="checkbox"/>	Daycare	Individual (Name) _____	relation _____	phone# _____
<input type="checkbox"/>	Daycare	Individual (Name) _____	relation _____	phone# _____
<input type="checkbox"/>	Daycare	Individual (Name) _____	relation _____	phone# _____
<input type="checkbox"/>	Daycare	Individual (Name) _____	relation _____	phone# _____
<input type="checkbox"/>	Daycare	Individual (Name) _____	relation _____	phone# _____
<input type="checkbox"/>	Daycare	Individual (Name) _____	relation _____	phone# _____
<input type="checkbox"/>	Daycare	Individual (Name) _____	relation _____	phone# _____
<input type="checkbox"/>	Daycare	Individual (Name) _____	relation _____	phone# _____
<input type="checkbox"/>	Daycare	Individual (Name) _____	relation _____	phone# _____

Only authorized registering parent may change pick up list. To change names on this list or add by phone, registering parent must provide the password on file given at the time of registration.

Print Signature: _____ Date: _____

East Fort Worth Montessori Academy

501 Oakland Blvd. • Fort Worth, TX 76103 • 817- 496-3003 • 817-496-3004 (Fax) • www.efwma.org

Please select whether or not the student ever enrolled in the following special programs at his/her previous school:

yes no GT

yes no Special Education

If yes, choose one: Speech Only Content Mastery Resource

yes no Bilingual/ESL

yes no 504 Program

yes no Dyslexia

yes no DAEP/JJAEP

yes no Alternative Program

yes no Social Services (If yes, please provide form 2085 or letter of verification for pre-kindergarten)

Please indicate any other programs:

Is anyone in your immediate family serving in the Armed Forces, National Guard or Reserves?

If so, who and what is their relationship to the student? _____

Please check the area in which he/she is serving: Armed Forces National Guard Reserves

List school and district student is coming from (If student is under 11 years old, list all schools and districts he or she has attended.)

Student Name

Parent Signature

Responsible Use Policy

Our staff and students use technology to learn. Technology is essential to facilitate the creative problem solving, information fluency, and collaboration that we see in today's global economy. While we want our students to be active contributors in our connected world, we also want them to be safe, legal, and responsible. This Responsible Use Policy (RUP) supports our vision of technology use and upholds in our users a strong sense of digital citizenship. This policy applies to all East Fort Worth Montessori Academy School District (EFWMS) computer networks (including the resources made available by them), and all devices connected to those networks.

Responsible Use and Digital Citizenship

Respect Yourself: I will select online names that are appropriate, and I will be polite and use appropriate language/content in all online posts.

Protect Yourself: I will not publish personal details, contact details or a schedule of activities for myself or anyone else. I understand that unless otherwise authorized, I am the owner of my accounts, and I am responsible for all activity initiated by and/or performed under these accounts. I understand that it is my responsibility to appropriately secure my account credentials. I understand that I am responsible for maintaining and backing up all of my own data. If I am uncertain whether a specific computer activity is permitted or appropriate, I will ask a teacher/administrator before engaging in that activity.

Respect Others: I will not use technologies to bully or tease other people. I will not make audio or video recordings of students/employees without their prior permission. I understand that posing as someone else is forbidden and I will not pose as a user other than myself when online. I will be careful and aware when printing to avoid wasting resources and printing unnecessary items.

Protect Others: I will help maintain a safe computing environment by notifying appropriate campus officials of inappropriate behavior, vulnerabilities, risks, and breaches involving campus technology.

Respect Intellectual Property: I will suitably cite any and all use of websites, books, media, etc. I will respect all copyrights.

Protect Intellectual Property: I will request to use the software and media that others produce.

General Policies

- The purpose of a EFWMA user account is to access the EFWMA network and facilitate creativity and innovation. We use this network to support communication and collaboration. We use technology to extend research and information fluency, to collect and analyze data and to solve problems.
- Access is a privilege, not a right. Access entails responsibility, and inappropriate use may result in cancellation of those privileges.
- EFWMA user accounts are owned by the EFWMA; Consequently they are subject to the Open Records Act. All digital files associated with user accounts may be retrieved by EFWMA staff at any time without prior notice and without the permission of any user. EFWMA reserves the right to monitor all accounts in order to maintain system integrity and to ensure responsible use.
- **Students should have no expectation of personal privacy in any matters stored in, created, received, or sent through the EFWMA computer network.** These are subject to review by the EFWMA at any time, with or without notice, with or without cause and without the permission of any student or parent/guardian.
- A content filtering solution is in place in order to prevent access to certain sites that may contain inappropriate material, including pornography, weapons, illegal drugs, gambling, and any other topics deemed to be of non-educational value by the EFWMA. The EFWMA is not responsible for the content accessed by users who connect via their own 3G type service (cellphones, air-cards, etc.).

Government Laws

Technology is to be utilized in conformity with laws of the United States and the State of Texas. Violations include, but are not limited to, the following:

1. Criminal Acts – These include, but are not limited to:

- unauthorized tampering
- cyberstalking
- cyberbullying
- vandalism
- harassing email
- child pornography

2. Libel Laws - You may not publicly defame people through published material.

3. Copyright Violations - Copying, selling or distributing copyrighted material without the express written permission of the author or publisher (users should assume that all materials available on the Internet are protected by copyright), and/or engaging in plagiarism.

Your Own Device

EFWMA does not allow students the option to Bring Your Own Device (BYOD). **Students may not use a personal device in class for instructional or any other personal use. I understand that if my child brings a device that is damaged or stolen while on EFWMA property I will not hold EFWMA liable for the replacement or repair of my device. I understand that any data and/or SMS/MMS (texting) charges will not be reimbursed by the EFWMA.**

Consequences

I understand and will abide by this Responsible Use Policy. If I break this agreement, the consequences could include suspension of your accounts and network access. In addition you could face disciplinary/legal action including but not limited to: criminal prosecution and/or penalty under appropriate state and federal laws.

The following actions are not permitted and could result in the consequences outlined above:

- Users may not illegally access or manipulate the information of a private database/system such
- Users may not attempt to disable or bypass the EFWMA content filter.
as gradebooks and other student information systems.
- Users may not install unauthorized network access points, or other connections that may not effectively integrate with existing infrastructure.
- Users may not use their accounts for non-school related activities including but not limited to: " Using the Internet for financial gain, personal advertising, promotion, non-government related fundraising, or public relations " Political activity: lobbying for personal political purposes, or activities such as solicitation for religious purposes
- Users may not send, save, view, forward, or create harassing or offensive content/messages. Offensive material includes, but is not limited to, pornographic, obscene, or sexually explicit material, sexual comments, jokes or images that would violate school policies. The school policies against harassment and discrimination apply to the use of technology.

The Director of Information Technology Services and the campus principal will deem what is considered to be inappropriate use of the EFWMA computer network. They may suspend an account or network access at any time. In addition, the administration, faculty, and staff of the EFWMA may request that a user's account be suspended or denied at any time.

Note: Please complete this form in its entirety.

This agreement/permission form shall remain in effect as long as a student is enrolled at the same campus, until a new policy becomes effective, or until a parent rescinds permission in writing. It may be rolled forward from one year to the next; however, students and parents will sign a new agreement upon enrollment at a different campus.

I understand and consent to the responsibilities outlined in the District's Student Network/Internet Use Policy (2014 Revision). I also understand and agree that my child shall be held accountable for violations of this policy, and may be subject to disciplinary action in accordance with the Student Code of Conduct and other applicable District policies.

These permissions are granted for as long as this student is enrolled on this campus, unless otherwise requested in writing. Permissions granted or denied on this form supersede and replace any permissions granted or denied on previous revisions of this form. I understand that my child or my family may be held liable for violations of this policy. I understand that some materials on the Internet may be objectionable, but I accept responsibility for guidance of internet use – setting and conveying standards for my son or daughter to follow when selecting, sharing, or exploring information and media.

Student User Agreement

As a user of the East Fort Worth Montessori Academy, I hereby agree to use the network responsibly, to comply with the statements and expectations outlined in the Student Network/Internet Responsible Use Policy, and to honor all relevant laws, rules, and restrictions.

Student's Name: _____ Parent's Name: _____

Campus: _____ Grade: _____

Parent's E mail Address: _____ Contact Number: _____

East Fort Worth Montessori Academy

Family Educational Rights and Privacy Act (FERPA)

STUDENT DIRECTORY INFORMATION – LEGISLATIVE UPDATE [Sec. 26.023] EFWMA provides to the parent of each district student at the beginning of each school year:

1. A written explanation of the provisions of the Family Educational Rights and Privacy Act of 1974 (20 U.S. C. Sec 1232g), regarding the release of directory information about the student and,
2. Written notice of the right of the parent to object to the release of directory information about the student under the Family Educational Rights and Privacy Act of 1974 (U.S.C. Sec. 1232g).

OFFICIAL NOTICE

Certain information about district students is considered directory information and will be released to anyone who follows procedures for requesting the information unless the parent or guardian objects to the release of the directory information about the student. If you do not want EFWMA to disclose directory information from your child's education records without your prior written consent, you must notify the school district in writing by the tenth day after enrollment.

****For school-sponsored purposes**, EFWMA has designated the following information as directory information:

- Student's name, address, birth date, and e-mail address.

****For all other purposes**, EFWMA has designated the following information as directory information:

- Student's name
- Address
- Grade level

East Fort Worth Montessori Academy

Family Educational Rights and Privacy Act (FERPA)

PLEASE CHECK ONLY ONE OF THE FOLLOWING THREE (3) BOXES:

I consent to the release of directory information for school-sponsored purposes only. *

I consent to the release of directory information for all other purposes, (including school-sponsored purposes). **

I object to the release of all directory information.

PLEASE NOTE: IF YOU CHOOSE THIS OPTION YOUR CHILD WILL NOT APPEAR IN THE IN THE YEARBOOK (if applicable) and EFWMA will not be able to include your child on the school website, concert programs, commencement programs, or the newspaper for awards or special recognition.

Parent Signature _____

Parent Name Printed _____

Student's Name _____

Campus _____

Grade _____



CONTRACT
FOR RENEWAL
OF
OPEN-ENROLLMENT CHARTER

THIS AGREEMENT, made this 2nd day of February, 2017, is executed between the Texas Education Agency ("Agency"), the authority, and East Fort Worth Montessori School ("Charter Holder") to operate East Fort Worth Montessori Academy, a Generation 8 Open-Enrollment Charter School.

THE PURPOSE of this agreement is to renew terms and conditions between the Agency and the Charter Holder. Whereby the following terms shall enable the Commissioner of Education (the "Commissioner"), as vested agent, to maintain an active commitment to the award and regulation of high-quality charter schools within the state of Texas.

To such end, the Agency and Charter Holder, for the consideration hereunder named, agree as follows:

GENERAL

Article I. Definitions, as used in this contract:

"Charter" shall mean the Open-Enrollment Charter as granted by the State Board of Education, and renewed by this contract under the authority of the Commissioner.

"Charter Application" shall mean all information proposed and approved by the State Board of Education in response to the original Request for Application.

"Charter Holder" shall refer to the sponsoring entity identified in the Charter Application and any entity to which a charter is renewed by this contract.

"Charter School" shall mean the Open-Enrollment Charter School governed by Charter Holder and identified by the six-digit County District Number (CDN) CDN 220-811. The Charter School is part of the public school system of Texas and shall operate as a "Charter School" within the meaning of 20 U.S.C. § 8066.

"Request for Application" shall refer to all documents approved and published as the Request for Application (RFA) 701-02-014.

"Renewal Term" shall refer to the number of years granted by the Commissioner to renew operations under the Charter.

Article II. The Charter. This contract hereby renews the Charter to East Fort Worth Montessori School under *Subchapter D, Chapter 12, of the Texas Education Code (TEC)*. The terms of the

Charter shall include: (a) this renewal contract; (b) the original contract for charter, *as signed by the Charter Holder and the chair of the State Board of Education*; (c) applicable law or Administrative rule in effect, amended, enacted or adopted during the term of the contract; (d) Request for Application; (e) any condition, amendment, modification, revision, or other change to the Charter adopted or ratified by the authorizing entity, *including any prior renewal documents with revisions based on contingency responses*; (f) final renewal application received in November 2016, *including any revisions required by the Agency to the Charter made during the renewal process*; and (g) all statements, assurances, commitments and representations made by Charter Holder in the original Charter Application and Renewal Application, attachments or related documents, to the extent consistent with the aforementioned (a) through (f).

Article III. Material Violation(s). Upon any and all determinations of material violation(s), the contract for the charter shall be subject to revocation under TEC §12.115(a). Actions that may constitute a material violation are, *but not limited to*, specific references hereunder. Additional illustrative examples include the failure to procure valid: (a) certificate(s) of occupancy; (b) fingerprinting; and (c) criminal background checks.

Charter Holder affirms its understanding that the Charter School be in compliance with Texas Administrative Code (TAC) §100.1032 concerning the majority of its student population being in state-tested grade levels throughout the entire Renewal Term. Unless Charter Holder submits and subsequently receives Commissioner approval to waive this threshold.

Article IV. Term of Charter. The Renewal Term for the Charter shall be for a period of ten (10) years beginning August 1, 2017. The Charter shall automatically expire on July 31, 2027, unless otherwise subject to forfeiture for failure to meet criteria under TEC §12.101 or revocation.

A failure to perform under this Article shall constitute a material violation.

Article V. Renewal(s) of Term. This Agreement does not vest Charter Holder with a right of automatic renewal. All requests for renewal shall be determined by a timely application in the form prescribed by the Commissioner, with subsequent determination by the Commissioner. The Charter shall not be renewed on or before July 31, 2027. No Renewal of Term shall exceed ten (10) years.

Article VI. 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 hold no force or effect. Breach under this section shall constitute a material violation.

Article VII. Revision by Agreement. The terms of the Charter may be revised with the consent of Charter Holder by written amendment approved by the Commissioner.

STUDENTS

Article VIII. Open-Enrollment. Admission and enrollment shall be open to any person(s) who resides within the approved geographic boundary stated in charter application and who is eligible for admission based on lawful criteria as identified in the Charter Application and all applicable and approved amendments to the Charter. Total enrollment shall not exceed the maximum number of students approved in the Charter Application and all applicable and approved amendments to the Charter.

Article IX. Non-Discrimination. The Charter School's educational program shall comply with TEC §12.111(a)(5).

Article X. Children with Disabilities. A charter school is a "local educational agency" as defined by federal law. Charter Holder must comply with the Individuals with Disabilities Education Act (IDEA), as amended by the Individuals with Disabilities Education Improvement Act of 2004, 20 U.S.C. §1401, et seq., and implementing regulations; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and implementing regulations; Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131-12165, and implementing regulations; Chapter 29, Texas Education Code, and implementing rules; and court cases applying these laws.

Article XI. Non-Religious Instruction and Affiliation. Charter School shall not conduct religious instruction or religious activities. Charter Holder and Charter School shall be nonsectarian in their programs, policies, employment practices, and all other operations.

Article XII. Educational Program. Continued authority to operate under the Charter during the Renewal Term is contingent upon all approved campus(s) actively providing the specific educational program(s) as proposed in the Charter Application. Any and all changes to the proposed educational program(s) and (or) specific demographic population(s) without approval of the Commissioner shall constitute a material violation.

Article XIII. Student Performance and Accountability. Charter Holder shall satisfy (a) Chapter 39, Subchapters B, C, E, F, G, and J; and (b) Chapter 12, Subchapter D, §12.104 of the Texas Education Code, and (c) related Administrative rules, as well as the student performance accountability criteria stated in the Charter Application and all applicable and approved amendments to the Charter.

FINANCIAL MANAGEMENT

Article XIV. Financial Management and Accountability. Charter Holder shall satisfy (a) Chapter 39 Subchapter D; and (b) Chapter 12, §§12.104, 12.106, 12.107 and 12.111 of the Texas Education Code, and (c) related Administrative rules regarding financial management accountability.

Article XV. Annual Audit. Charter Holder shall at its own expense have the financial and programmatic operations of the Charter School independently audited annually by a certified public accountant holding a valid permit that is void of a limited scope sanction from the Texas

State Board of Public Accountancy with membership in the American Institute of Certified Public Accounting's Governmental Audit Quality Center. Charter Holder shall file a copy of the annual audit report, approved by Charter Holder, with the Agency not later than the 150th 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*.

Article XVI. Return of Property and Funds. It is understood that in accordance with TEC §§12.128 and 12.107, a charter holder that ceases to operate for any reason, including revocation or expiration/non-renewal, shall return to the state all public property and public funds upon cessation of operation. This includes any and all property purchased or leased with state funds under TEC §12.106 and all unspent funds held in trust for the benefit of the students pursuant to TEC §§12.106 and 12.107.

Article XVII. 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 operations as approved in the Charter.

Article XVIII. Non-Charter Activities. Charter Holder shall keep separate and distinct accounting, audits, 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. Failure to perform under this article shall constitute a material violation.

GOVERNANCE AND OPERATIONS

Article XIX. Organizational Mission. Charter Holder shall govern and operate in strict accordance with the proposed organizational mission as presented in the Charter Application and all applicable and approved amendments to the Charter.

Article XX. Non-Profit Status. Charter Holder shall take and refrain from all acts necessary to maintain good standing as an organization exempt from taxation under §501(c)(3), *Internal Revenue Code*. If Charter Holder is incorporated, it shall comply with all applicable laws governing its corporate status. Failure to perform under this article shall constitute a material violation.

Article XXI. 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, §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.

Charter Holder shall maintain all student and staff records. A charter holder that ceases to operate for any reason, including revocation or expiration/non-renewal, shall return to the state all student and staff records within 30 days of closure, per TEC §12.1052 (d), in the manner specified by the commissioner to a custodian designated by the commissioner.

Article XXII. Failure to Operate. Charter Holder shall operate the Charter School for the full school term as proposed in the Charter Application and all applicable and approved amendments to the Charter for each year authorized by this Agreement. Charter Holder may not suspend operation for longer than twenty-one (21) days without a revision to the Charter, adopted by the Charter Holder Board, and approved by the Commissioner prior to the temporary suspension of operations, stating that the Charter School is dormant and setting forth the date on which operations shall resume and any applicable conditions. Failure to comply under this article shall constitute a material violation.

Article XXIII. Charter School Facility. Charter Holder shall possess and maintain, for the entire Term of Charter: (a) lease agreement(s); or (b) lawful title; or (c) other legal instrument granting a lawful right of occupancy and use. All facilities and(or) other real property procured by Charter Holder must be of suitable use as proposed in the Charter Application and all applicable and approved amendments to the Charter. The term 'facility', under this Article, shall constitute any of the following: *as defined in Chapter 100, Texas Administrative Code* (a) campus; and (b) facility; and (c) site that is procured by state and(or) federal funding.

Charter Holder affirms that it shall govern and maintain operations in all facilities throughout the entire Renewal Term. The term 'operations', under this Article, shall constitute an open facility that is currently serving lawfully enrolled students.

Without prior approval by the Commissioner, failure to comply under this article shall constitute a material violation.

Article XXIV. Indemnification. Charter Holder shall hold the Agency harmless from and shall indemnify the Agency against any and all claims, demands, and causes of action of whatever kind of nature asserted by any third-party and occurring or in any way incident to, arising out of, or in connection with any acts of Charter Holder, its agents, employees, and subcontractors in performance of this Agreement.

THIS AGREEMENT

Article XXV. Entire Agreement. This contract, including all referenced attachments and terms incorporated by reference, contains the entire agreement of the parties. All prior representations, understandings, and discussions are superseded by this contract.

Article XXVI. 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.

Article XXVII. Conditions of Contract. Execution of this contract by the Commissioner is conditioned on full and timely compliance by Charter Holder with: (a) the terms, required assurances, and conditions of RFA; (b) applicable law; and (c) all commitments and representations made in the original Charter Application, approved amendments, and Renewal Application, and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).

By executing this contract, the Charter Holder represents that it understands that the Charter Holder, including any and all governance, at whatever level whether appointed or elected, employees, agents, and volunteers shall fully cooperate with every Texas Education Agency investigation and/or sanction deemed necessary by the Commissioner based on authority and responsibility vested by state or federal law. Agency staff may conduct confidential interviews of Charter School personnel and contractors outside the presence of representatives of the Charter School's administration and Board, and that failure to timely reply with reasonable requests for access to site, personnel, documents, or other materials and/or items shall constitute a material violation.

Article XXVIII. 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.

Article XXIX. Governing Law. In any suit arising under this contract, Texas law shall apply.

Article XXX. Laws and Rules Applicable. By executing this contract, the undersigned representatives of Charter Holder represent that they have read and understand the rules adopted by the Commissioner pursuant to Texas Education Code Chapter 12, Subchapter D and that they have had full opportunity to consult with their own legal counsel concerning said rules prior to executing this Agreement. The undersigned representatives further understand and agree that: (a) this contract is contingent upon legislative authorization and the contract and the funding under it may be modified or even terminated by future legislative act; (b) the terms of this contract, and of the Renewed Open-Enrollment Charter created by this contract, include all applicable state and federal laws and all applicable rules and regulations; (c) state and federal laws, rules, and regulations may be adopted, amended or repealed from time to time; (d) all such changes to state and federal laws, rules, and regulations applicable to Charter Holder or to its Charter School may modify this contract, as of the effective date provided in the law, rule, or regulation; and (e) a contract term that conflicts with any state or federal law, rule, or regulation is superseded by the law, rule, or regulation to the extent that the law, rule, or regulation conflicts with the contract term.

Notwithstanding the granting of this renewal, it is understood by the parties, that the Charter continues to be subject to future actions by the Commissioner including, *but not limited to*, possible revocation under TEC §12.115(c).

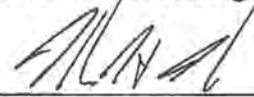
Article XXXI. Eligibility and Authority. By executing this contract, Charter Holder represents that it is an "eligible entity" within the meaning of §12.101(a) of the Texas Education Code, and it is understood by all parties that if the Charter Holder loses its 501(c)(3) tax exempt status at any time through action of the Internal Revenue Service for any reason or any other action which

renders the Charter Holder no longer an “eligible entity” within the meaning of TEC §12.101(a), the charter contract shall be rendered null and void, and it shall automatically return without any further action having to be taken by the Commissioner. Subsequent reinstatement of the 501(c)(3) tax exempt status does not reinstate the Charter.

The Charter Holder shall immediately notify the Commissioner of any legal change in its status, which would disqualify it from holding the Charter, of any violation of the terms and conditions of this contract, or of any change in the Chief Operating Officer of the Charter Holder. Charter Holder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this 2nd day of February 2017

Texas Education Agency:

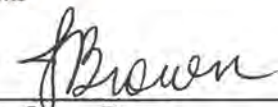
 11/30/17

Mike Morath Date
Commissioner of Education

Sponsoring Entity:

 02/08/2017

Mr. Robert A. Scarborough Date
Chair

 02/08/2017

Mrs. Joyce Brown Date
Superintendent/Chief Operating Officer