

APPLICATION

~~ORIGINAL~~ COPY

East Fort Worth Montessori

00001

Application for an Open-Enrollment Charter School - Eighth Generation

Coversheet, page 1 of 2

Date of Submission: Wednesday, May 29, 2002

Name of Proposed School: EAST FORT WORTH MONTESSORI ACADEMY

Grade Levels to be served:	Maximum Estimated Enrollment:
Year 1 <u>Pre-K3-3rd grade</u>	Year 1 <u>198</u>
Year 2 <u>Pre-K3-3rd grade</u>	Year 2 <u>216</u>
Year 3 <u>Pre-K3-3rd grade</u>	Year 3 <u>261</u>
Year 4 <u>Pre-K3-3rd grade</u>	Year 4 <u>283</u>
Year 5 <u>Pre-K3-3rd grade</u>	Year 5 <u>327</u>

Name of Sponsoring Entity: EAST FORT WORTH MONTESSORI SCHOOL, INC.

Note: The name must be exactly as it appears in the articles of incorporation filed with the Texas Secretary of State.

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

SBOE District: _____
 ESC: _____
 Opening Date: _____

Chairperson of Board of Sponsoring Entity: Mrs. Nina LaFondChief Executive Officer of Sponsoring Entity: Mrs. Nina LaFondChief Executive Officer of Proposed Charter School: Mrs. Joyce BrownApplicant Mailing Address: 2717 Putnam Street, Fort Worth, TX 76112

Physical Address of Proposed Administrative Offices:

(if different from above)

Contact Phone # (817) 496-3003 Fax # (817) 496-3004

Contact Email Address: _____

List below the physical address of the main school campus and any proposed satellite campus:

Main Campus 2717 Putnam Street, Fort Worth, TX 76112Satellite Campus 1401 Main Street, Fort Worth, TX 76112

If necessary, attach additional satellite information.

Will the school require all teachers to be certified? Yes, Montessori CertificationWill the school require that all teachers hold at least a bachelor's degree? YesWill the school require the business manager to be certified No If yes, indicate the type(s) of certification that will be required-

Certified Public Accountant Certified Internal Auditor Certified Fraud Examiner
 Other Texas Association of School Business Official certification

Will the school require the accounting and/or business office personnel to be hold at least a bachelor's degree? Yes, or at least 5 years experience

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

Has any of these individuals-

NO Been convicted of a felony?

NO Been convicted of a misdemeanor involving moral turpitude?

Has the sponsoring entity been involved in

NO Litigation? NO Sanctions from any state regulatory agency?

If YES, explain completely as required in other portions of the application.

Has any of the individuals to serve as a member of the governing body of the charter holder, a member of the governing body of the charter holder, or an officer of the charter school-

YES Been involved in bankruptcy?

If YES, explain completely as required in other portions of the application.

If the sponsoring entity already holds charters, have these charters been timely and accurate in reporting-

N/A PEIMS information? N/A annual audit?

N/A participating in required annual evaluation?

I certify that I have the authority as the Chief Executive Officer of the sponsoring entity designated above to make application for an open-enrollment charter school. I further certify all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the charter application process or revocation after award. I authorize the Texas Education Agency to investigate the references listed in this application. I understand that INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED for Generation 8 charters.

Maria LaFond 5/26/02 (BLUE INK) Signature of Chief Executive Officer Of Sponsoring Entity/Date

Braun (BLUE INK) Signature of Application Preparer Was this person paid? Yes No X

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1. STATEMENT OF NEED

The East Forth Worth Montessori School (hereinafter "EFWMS") is committed to making high quality **Montessori** education available to low income, minority and those classified as "at-risk" children in a multicultural setting. The children currently enrolled in EFWMS, and who would attend the charter school, are residents of one of the four densely populated diverse urban communities in the City of Fort Worth, Texas (primarily in zip code areas 76112 and 76104 – see Appendix A for compared Census Tract). These communities, some with "island" middle class neighborhoods, are impacted by high poverty levels, low employment rates, poor housing conditions, high crime rates, minimal educational achievement for adults and high infant mortality rates. The average poverty rate in these areas is extremely high and many households have significant numbers of children under the age of 18.

The impoverished conditions of these communities, and the impoverished homes within them, are the context wherein children with academically impoverished backgrounds exist. Communities and homes that lack environments conducive to learning and resources necessary to provide stimulation produce children who come to kindergarten already behind their peers; children who will likely remain behind throughout their experience in school.

(See Table 1 – insert)

Table 1		
Census Tract Demographics		
The Polytechnic Heights area compared with the rest of the City of Fort Worth		
Number of residents age 17 and younger	33.7%	28.3%
Median home value	\$ 37,949	\$ 83,283
Median income	\$ 21,921	\$ 41,168
White collar	32.3%	56.96%
Service	22.9%	13.86%
Blue collar	41.6%	27.91%
Other	3.2%	1.27%
Only elementary	28.5%	12.4%
Some high school, no degree	27.3%	16.0%
High school graduate (only)	26.1%	23.5%
Some college	14.8%	26.6%
College graduate	3.3%	21.5%
High school graduate (all)	44.2%	71.6%
Hispanic	60.8%	29.8%
Anglo	15.0%	45.8%
Black	22.3%	20.0%
American Indian	0.3%	30.0%
Asian/Pacific Islander	0.8%	2.6%
SOURCE: Claritas		

EFWMS currently serves, and as a charter school will continue to work with, children from these disadvantaged and diverse areas. All of the public schools in these areas have overcrowding issues. All have temporary buildings on campus and they are desperately trying to meet enrollment needs. (Currently, even EFWMS has a waiting list of 238 students). TAAS scores of students in these areas are at the low end of the spectrum for Fort Worth ISD.

The need, succinctly stated, is for a viable and vibrant early childhood development-learning academy, with a track record for lifting children above what their circumstances seem to have dictated – to give them, in the words of Dr. Maria Montessori, “a higher ground in the ladder of success”.

Overall, 95% of the students currently served by EFWMS qualify for free or reduced lunch, and 12% are non-English speaking. Data provided by the City of Fort Worth indicates that one-quarter of all children in the city live below the poverty line. A total of 75,597 Fort Worth families earn an income of less than \$25,000 per year. Over 67% of that number live in the East Fort Worth neighborhoods that a charter-supported EFWMS can potentially serve.

The Montessori charter school model, which is tuition free, is the appropriate vehicle to address this neglected need of students from impoverished backgrounds. The EFWMS program has elements specially designed to accommodate the needs of the under-privileged child. The founder of the Montessori method developed the pedagogy for “mentally and academically challenged” children, “defective children” in her 1896 terminology. Later she opened her first school, known as the Casa de Bambini, or Children’s House, for the poor ghetto children of San Lorenzo, Italy. The success of this school became well known worldwide. We know that this pedagogy is effective with all children because of its holistic approach to learning.

The Montessori method employs student sensory perceptions and repetitive stimulation of those perceptions in a variety of venues. In the formative years, students find security and enjoyment in sensory stimuli, and the Montessori approach provides this catalyst. Learning goals surround and then reach beyond

those defined by and measured with TEKS evaluation guidelines. Goals include the personal fulfillment of the student, development of a love of learning and the child's perceptual assimilation. To a young child, it is a thrill to discover something unknown and to demonstrate to others his/her perception and accomplishment. Parental, peer and staff recognition and praise is an essential element in the success of this charter choice model.

Additionally, the charter school model is well-suited to our purpose in that it allows for flexibility in the curriculum and alternative qualifications for the teachers. 'Alternative' in this case does not mean a lower standard of curriculum and qualifications. On the contrary, it means broader requirements for the classroom environment and curriculum, and training for teachers that specifically prepares them for the challenges of serving our target student population.

2. VISION OF THE SCHOOL

Our vision is to create an open enrollment community charter school with, ultimately, up to four different sites in Tarrant County. At these sites, children from pre-kindergarten (3 years old) through third grade, from ethnically diverse, primarily under-served low-income families will be prepared to fully meet all the challenges for quality educational accomplishments as well as success in life. Our vision also extends to creating learning environments; models that can be applied in other public schools.

This vision is born not from pure theory, but from the seven (7) year history of success at East Fort Worth Montessori School, where we have crafted a model for overcoming deficiencies and educating young children of diverse backgrounds through the first grade. After one full year at EFWMS, our first grade students tested at 89% passing rate on standardized tests, with half of the skills measured falling in the top 20% when compared to other students nationwide.

We believe that the current East Fort Worth Montessori School is an ideal precursor to an open enrollment charter school of excellence. And, that we have a rare combination of on-the-job experience -- both as educators and as business managers -- to bring this vision into reality.

Our vision is that **all** children, regardless of race, income, or social circumstance, **can and will succeed** in school, and ultimately in life, when given a strong foundation during the first nine years of life. Furthermore, our vision is to expose our students to life experiences that will enable them to contribute to a better

society – develop skills and characteristics such as non-violent conflict resolution, civility in personal behavior, acceptance of ethnic and cultural differences, compassion in human relations, and respect for the ecology of the physical environment.

Long-range Vision of the School

The long-range vision of EFWMS is to create high quality Montessori neighborhood schools to serve communities where specific needs, as elaborated in the "Statement of Need," are identified. Children will live close to the school, making it easier for parents to be involved. This will help strengthen the family's sense of belonging and role as a partner in the school and community. Parents will experience pride and a sense of ownership in the school as they make significant contributions to their child's development and to the charter school community. Our charter school 'community' – made up of teachers, parents and community organizations - will insure the preparation of the students to exceed all areas of TEKS and excel in the TAKS. Over the next five years, we hope to extend our services up to the 5th grade.

Educational Philosophy and Pedagogy of EFWMS

EFWMS ranks as a leader among the five percent of programs in Fort Worth providing high-quality Montessori education to young children. At present, we serve children ages three to six years in preparation for entry into elementary school. Our program consists of seven key components:

Health and Nutrition: Our school ensures that **all children enrolled in the program receive dental, physical, vision and hearing exams** by qualified professionals and that they are **immunized** against preventable childhood diseases. The program provides two well-balanced, nutritious meals and sponsors, in cooperation with the Texas Expanded Nutrition Program, a **free parenting class on preparing meals for children.**

Education: **80% of our instructors are community members with at least a Bachelor's degree and a Montessori Teacher Certification.** Our staff is diligent in providing a carefully prepared learning environment filled with interesting and inviting lessons that appeal to the cognitive skills of young children. We focus on: (1) **Motor skills education** to assist children in developing good muscular condition, concentration and physical independence. Practical exercises provide opportunities to refine gross and fine motor skills, in the process teaching sequencing and logic, developing listening comprehension skills, and building character; (2) **Sensorial skill development** with materials that help children utilize all their senses to form clear concepts, thereby building the foundation for intellectual development. **Sensorial skill development begun in the early years is ongoing** – continuing to reap benefits far into the years when obtaining advanced language and mathematical skills is the primary task; (3) **Language Development** with the presentation and clarification of the vocabulary in the child's environment. Phonics is used to teach basic language skills. The majority of **EFWMS pre-school graduates can read and write with**

confidence before entering elementary school; (4) **Early Preparation of the Mathematical Mind** is achieved through the use of manipulative materials that present abstract concepts in concrete form. Gaining mastery at this level lays the foundation for higher math skill development later; (5) **Music Education** is a daily component of enrichment enjoyed by our children; and, (6) **Cultural, Social Science, and Science Subjects** such as environmental science, geography, history, art and foreign language, are significant parts of the curriculum, delivered individually and as group activities. EFWMS has established a relationship with the **Junior Achievement** organization in Fort Worth. Volunteers from various professions – entrepreneurs, lawyers, doctors and nurses, dentists, firefighters, and policemen, technology experts, and environmentalists – will work with parents and teachers to provide age-appropriate orientation programs for the children.

Character Development: The staff understands that it is our job to support, assist and encourage children, not just to do well in school, but beyond.

Teachers are role models and focus on appropriate behavior, conflict resolution and verbalizing emotions. Each class has a "Peace Table," a designated place where students go to resolve conflicts with adult assistance. On the playground there is a "Peace Garden," a covered area with benches, a waterfall, mats and a labyrinth. This area is used for conflict resolution, quiet time, and preparation or centering for concentration and study before leaving the playground.

Parental and Community Involvement: Parents and community members are welcomed and invited to provide constructive criticism and participate in decisions that will impact their children. Parents and community members are urged and encouraged to volunteer in the classroom and the school. In collaboration with Allied Communities of Tarrant (ACT), structured activities are scheduled. ACT also provides advocacy training for staff, parents, and community members. EFWMS has worked hard to build an infrastructure of community-based advocates for young children.

Reading Readiness Program: EFWMS, in partnership with the community library and the Reading Is Fundamental (RIF) program, provides a daily reading program for children.

Hands-on-Science: EFWMS collaborates with The Museum of Science and History in Fort Worth, to bring loaned specimen kits into the campus hands-on science classroom. Expanded collaboration with the Botanic Gardens and the Fort Worth Zoo will begin next fall.

Art Appreciation: Helping children and parents develop a love for the arts is an important goal of this program. The school collaborates with The Amon Carter Museum to provide age-appropriate art appreciation classes at the Museum for children between ages 4 and 8 years. In addition, we have contracted with specialists in music, art, and dance to enrich the program on campus.

The non-traditional aspects of Montessori include multi-age classes that encourage leadership development, and active learning that leverages the child's natural curiosity. Teachers instruct through guiding and mentoring instead of pushing and pulling. The intent is to engage the student in the use of manipulative learning materials; and the program encourages children to take initiative, make choices, and learn more than is required.

Dr. Maria Montessori developed the Montessori method in the early 1900's. Her success working with low-income, (and what were then called "defective") children spurred a movement that has resulted in the development of Montessori schools in many communities around the world.

The Montessori classroom is an ordered space created to allow the child to experience a sense of security, competence and well being. The furniture is child-sized. The teaching equipment is attractive. Classroom rules are applied consistently and fairly. The classroom environment fosters creativity and curiosity. The children take pride in mastering challenging skills and concepts. Self-expression through the arts is encouraged. The classroom is designed to support each child's natural inclination to explore and learn.

The Montessori Teacher: The most important factor in the "prepared environment" of the classroom is the teacher. The teacher creates a classroom with an atmosphere of calm, warmth, respect and joy. The teacher gives lessons based on a sequenced curriculum. By observing each child, the teacher determines when a

child has mastered a concept and is ready for a more challenging lesson. The teacher works with each child to make sure that the child is progressing in all subject areas. Trained Montessori teachers have strong backgrounds in child development principles. They learn to carefully observe how students respond to lessons, how they use the materials to learn, and how they interact with other people. Teachers use these observations to be innovative and creative in finding ways to reach students who are struggling to learn challenging concepts. The typical student/teacher ratio in a Montessori classroom is 12 to 1 or lower.

EFWMS Innovations

EFWMS, as a charter school, will be the only tuition-free program in Tarrant County that offers a Montessori program for Pre-Kindergarten (3 and 4 year olds) for children identified as "at-risk." Recent research confirms that the innovations implemented with younger children improve their chances for success in school and in life, especially if they have the support of parents and teachers who understand their creative needs – the younger the child, the more effective the innovation. The key innovation at EFWMS is the fact that the school will be Montessori, with all of the positive elements that adds to the learning environment.

Small school size: EFWM charter school sites will not serve more than 200 students per site. Research documents that small schools have a measurably positive impact on inner-city children, especially African-American and Latino students and children from low-income families.

3. STUDENT GOALS

Academic Goals For Student Learning:

The accountability standard for intellectual development required by the State of Texas is specified in Texas Essential Knowledge and Skills (TEKS). The Texas Education Agency has also developed Pre-kindergarten Curriculum Guidelines. TEKS guidelines begin at the kindergarten level. EFWMS kindergarten students will successfully acquire all the elements in TEKS, and master the specific guideline skills. The EFWMS charter school will ensure the mastery of the pre-kindergarten curriculum as well.

Assessment strategies for measuring goal accomplishments

First six weeks: pre-kindergarten and kindergarten students will be evaluated for language, gross motor, fine motor and basic comprehension skills using the **Success Ticket**. The Success Ticket is an assessment tool used by Head Start programs to determine a child's level of development. A **special academic plan** will be structured for students who fall below **75%** on the Success Ticket measure. These students will be re-evaluated after six weeks in the skill areas that were below acceptable level. If the scores do not improve, an **individual academic plan**, with the input of the parents, will be structured for each student, to assist in overcoming his/her weak areas. At the end of the fall semester and again at the end of the academic year, the Student Achievement assessment tool will be used to assess students in pre-kindergarten (ages 3 and 4) in all areas. Our goal is

for 100 % of the students to be successful at the 80% level or above. An in-house assessment tool will be used to establish an EFWMS learning index to measure year-to-year progress. The aim of these activities for pre-kindergarten is to assure quality and readiness for kindergarten.

EFWMS, in conformance with TEA guidelines, will develop measurable learning objectives and evaluation standards for each of the knowledge and skill areas under the sub-topics for pre-kindergarteners.

For all students, appropriate assessment tools will be applied as follows:

- Texas Primary Reading Inventory (TPRI) Tejas Lee for Kindergarten to 2nd grade
- Stanford Early Assessment Test (Stanford Nine) for Kindergarten to 3rd grade
- TAKS for 3rd grade
- Assessment Portfolios will be used in evaluating unique EFWMS charter goals. These goals are derived from the essentials of the Montessori curriculum and its requirements. EFWMS charter students will exhibit exceptional courtesy, uncommon etiquette, outstanding interpersonal relationship skills and attentive behavior, and noteworthy citizenship.

Reporting student progress

EFWMS charter will report the TPRI, Tejas Lee and Stanford Early School Achievement Test results to its Board of Directors and the State Commissioner of Education as required. Prompt notification will be given to parents and guardians of each student who is determined, on the basis of the reading instruments, to be at

risk for dyslexia or other reading difficulties. These reports will be written in English and in the parent or guardian's native language and delivered in person or by regular mail.

The charter school will conduct individual parent meetings at the beginning of the school year and after the spring break. Any student who is performing below grade level will have an individually scheduled parent/student meeting as needed.

Report cards with grades will be sent home at the end of every **six weeks**.

The charter school will have an open house for parents and members of the community twice a year. A selection of students' work that represents the entire semester will be on display and teachers will be available for consultation at the open house. The daily work of the students is on display in the classrooms throughout the school year.

4. EDUCATIONAL PLAN

The Montessori curriculum, with the additional TEA age-level and grade-level curriculum guides, plus EWFMS enrichment strategies, exceeds by far all state academic requirements. One strength of the Montessori method, as previously stated, is that it takes care of the "whole child," not just the academics. Montessori has four areas of development – **social and emotional, intellectual, physical, and aesthetic** – that correlate with the TEA Pre-K Curriculum Guidelines and the TEKS objectives.

Social and Emotional Development: A child's intellectual development is either enhanced or hindered by his/her social and emotional development. In our experience, we have noted that academic progress is greatly facilitated when the child's emotional and social attitudes, values and skills are healthy.

Beginning with a foundation of respect for each member of the school community, EFWMS will work to create an environment where each child develops:

- i. Knowledge, understanding and a positive acceptance of self,
- ii. Positive, responsible and respectful interactions with others,
- iii. Social responsibility to the group and the environment.

Intellectual Development: The Montessori curriculum exercises are designed to engage the child's intellect. The Montessori curriculum is easily aligned to the required elements of intellectual development, as outlined by TEA and specified by the Texas Essential Knowledge and Skills (TEKS), and the Pre-Kindergarten Curriculum Guidelines.

TEKS guidelines begin in the kindergarten level. In order for kindergarteners to be successful in acquiring the elements in TEKS, they must have mastered the basic skills in the Pre-kindergarten Curriculum Guidelines, which the EFWMS charter will enhance and follow. A sample of the summary alignment of our curriculum to the Pre-Kindergarten Curriculum Guidelines is attached. It is important to note that EFWMS has embarked on a process of detailed alignment of our curriculum to the TEKS. We will use the "Star-Spangled Skills" provided by The Charter Resource Center to complete the detailed portion of this process. Attached is one page from each grade level showing the summary alignment.

The EFWMS Montessori Pre-K curriculum starts with two subjects that are not included in the TEA Pre-Kindergarten Curriculum Guidelines or the Kindergarten TEKS. However, these two subjects are important to a solid foundation for the intellectual development of all children: 'Practical Life' skills and 'Sensorial' development.

1. **PRACTICAL LIFE: THE SKILLS OF DAILY LIVING** (mastery of which leads to self-confidence, coordination, expanded concentration and attention span, and development of a sense of order in approaching and completing work.)

2. SENSORIAL: LEARNING BASIC CONCEPTS RELATED TO THE SENSES

(refinement of which strengthens perception and the ability to apply a variety of solutions to problems in math, science, and language.)

Language and Early Literacy: Language and Early Literacy Development are covered in the Montessori curriculum using an integrated approach. The Montessori curriculum teaches the elements of:

Listening Comprehension

Speech Production and Speech Discrimination

Vocabulary Building

Verbal Expression

Phonological Awareness

Print and Book Awareness

Letter Knowledge and Early Word Recognition

Motivation for Reading

Knowledge of Literary Forms

Written Expression

In the later years (1st – 5th grade), the Montessori curriculum blends well with the study of the classics in the 'Great Books' program. The children continue with individual instruction and mastery exercises using materials such as SRA Reading Labs published by McGraw-Hill. From the early years, students are given accurate scientific nomenclature. By the time they reach the second semester of 1st grade,

when their cognitive skills and abstract reasoning powers begin to transition, they already have a large base of facts to draw from and manipulate.

In the Montessori curriculum, the manipulative pre-literacy exercises for 3 and 4 year olds are designed to be self-correcting. From Kindergarten on, students learn the techniques of editing their creative writing. They may correct their own work or collaborate with the teacher or another student in improving their work product until they are ready to present it.

Mathematics: Long-term studies have shown that children who were taught using the Montessori curriculum for mathematics in the pre-school test 10% higher on the math sections of college entrance exams. Dr. Montessori was an engineering student prior to medical school and then the assignment that led her to education. This explains her passion for math and science and the level of effort she, together with her professional peers, put into developing excellent foundation materials. It is interesting to note that before our students are taught the sequence and symbols of numbers, they learn a great deal about what makes up a number and the relationship between different amounts and sizes. Familiarity with the structure of numbers makes immersion in operations and functions easy – much like the puzzles and games the children experienced prior to formal math instruction. Our curriculum will be aligned to the TEKS and will include the following elements:

Numbers and basic operations

The Global View (place value, introduction to base 10)

Patterns

Linear Counting (including skip counting as a basis for times tables)

Geometry and Spiral Sense**Measurement and Classification of Data****The Structure of Word Problems**

Once the concepts have been introduced in a concrete fashion, students in the later years (2nd and 3rd grade) will delve more deeply into:

Fractions and Decimals**Dynamic Division and Multiplication****Early elements of Algebra using concrete materials and examples**

(e.g. bi-nomial and tri-nomial cubes, the concepts of Hypothesis, Theorem, and the Properties)

Concepts of Geometry (the study of lines, parts of lines, angles, polygons, etc.)

Science: The Pre-K Montessori curriculum encourages young students to discover the world around them. Students participate in **simple investigations** that help them begin to develop the skills of **asking questions, gathering and synthesizing information, communicating findings and making informed decisions.** As the children progress through the science curriculum, they are given many opportunities for hands-on experiments. EFWMS uses IBM Young Explorer computers with Edmark and Montessori Education Software to extend the information available to the children and to assist them in the systematic documentation of their findings. We take advantage of the seasons and our large outdoor area to study plants and animals. Each class is responsible for a garden where they grow a range of plants, from ornamental to edible. Additional hands-on classes will be available in the Fort Worth Botanic Gardens, the Museum of Science and History, and the Fort Worth Zoo.

Social Studies, Geography and Economics: These are classified as cultural subjects in the Montessori curriculum. The curriculum teaches students about culture and community, events and history; introduces the cosmos, features of the earth, features of their own community and homes as well as communities around the world; and introduces the hemispheres and the continents. Students learn about basic human needs and the roles, responsibilities and services provided by community workers. Older students will refine their map skills and produce both individual and collaborative research presentations on the geography and social characteristics of countries, using in-house research tools, interview techniques, the library and the Internet.

Arts, Music and Dramatics: These are classified as 'The Arts' in the Montessori curriculum. Students explore a wide variety of materials and make discoveries about color, shapes and textures through art experiences. They begin to experiment with different media, from clay and play dough to various papers, paints, collage materials and drawing materials. The children are introduced to painters and their paintings and begin to refine their perceptions. They gain control of their own media through a series of exercises that begin with learning to move smoothly from left to right and to hold writing media properly with increasing dexterity and strength.

EFWMS has contracted with special instructors who teach dance and music. The arts are used as a vehicle to develop perceptual motor skills. The children learn control of their bodies and enhance their listening skills using movement together

with music and dramatic techniques. As a group, they learn when to start and stop, how to move gracefully and use rhythms, how to breakdown and coordinate with elements of a musical piece, and how to work in unison with their peers. Perceptual motor development is directly related to brain development, listening comprehension, coordination and self-esteem. There are obvious benefits to learning about and expressing oneself in visual arts, music and drama. The indirect development is the primary goal for the pre-school and early elementary child. Young children are more susceptible to refinements of their perceptual motor capabilities because the skills are fresh and new. The community benefits because regular truly delightful programs are planned to allow the children to showcase their work.

Health, Nutrition And Safety: Health education in Montessori is taught as part of practical life, classified as "care of self" (hand washing, tooth brushing, basic cooking, etc.) and "caring for the environment." These lessons are enhanced by two organizations: The Fort Worth Department of Health provides a health and safety class at EFWMS and the Texas Expanded Nutrition Program provides classes for parents and students at the school.

Technology Applications: EFWMS charter will provide a computer in every classroom, and more as funding becomes available. Students learn the basic functions of the computer and related technologies. They use age-appropriate software independently.

Physical Education or P.E.: The children have daily access to the well-planned playground area at EFWMS. Teachers spend a portion of their outside time in environmental studies and then move on to coordinated exercises and finally, free play. In the Montessori curriculum, the majority of skills associated with physical education are gained in the arts curriculum – where perceptual motor development is a key focus.

Professional development that will support the mission of the school:

Lead teachers will take the Summer Teacher Reading Academies and the follow-up sessions sponsored by the Regional Education Service Centers. The EFWMS charter campus administrators will attend the Instructional Leadership Development training and The Teacher Academy Administrators Sessions. Teacher Aids will be encouraged to work towards completing an Associates Degree in Early Childhood Education or an Associate Montessori Certificate. Opportunities to attend American Montessori conferences and institutes will be supported.

Connection Between TEKS, Classroom Instruction And Assessing Student

Progress: The connection between TEKS, Montessori Classroom instruction and assessment of student progress relates to goal achievement. TEKS and classroom instruction are built around learning goals. Student progress reflects the degree of achievement of those learning goals. (See “Intellectual Development” regarding alignment of the curriculum to the TEKS.)

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Planned Academic Assessment of Students Performance: Academic

performance in the foundation areas will be assessed by periodic progress testing and end-of-term testing, as follows:

For Reading – In Kindergarten through 2nd grade the Texas Primary Reading Inventory and the Stanford Early School Achievement Test will be used.

Individualized instruction will be made available when results indicate a need, such as inability to achieve a “passing” grade. Third grade students will take the TAKS. If students receive low or failing results, EFWMS will establish tutoring programs with in-house testing.

For Mathematics, Science and Social Studies - K-2nd, the end-of-year administration of **Stanford Nine** will be used to evaluate students. Throughout the year, lesson plans will be compared to the textbooks adopted by TEA as well as the TEKS to make sure that the classes are on task. An in-house tool similar in style to the TAKS will be developed as a “practice” option for the 2nd graders in these subject areas. Third graders will be evaluated by the TAKS test.

Methods To Identify Educational Strengths And Needs Of Individual Students:

Three measures will be made: Tests, student file review (portfolio assessment), and teacher narrative assessment.

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Method To Improve Instructional Programs From Student Evaluation Results:

Overall class performance will determine the need to improve instructional programs. If insufficient progress on the TLI is indicated for 3rd graders, course revisions will be undertaken.

Method To Improve Instructional Programs From Program Evaluations:

Overall program evaluations, performed at least twice per year, will highlight any curricular weakness. In an early 2001 program evaluation, it was noted from the results of the initial administration of both the Stanford Nine and TPRI, that our population was severely lacking in listening comprehension skills. This was a particularly interesting finding when compared with the fact that the other language indicators were in the average or just below average range. Our curriculum addresses listening comprehension, however, it was determined that we needed a stronger emphasis early on – a curricular “jump start.” We immediately structured a program to address this issue more deeply. The program extension, which included assistance from parents and community volunteers, also incorporated Montessori techniques together with the traditional ‘Big Book’ materials. It was quite successful. There was no significant pattern of failure for listening comprehension skills in the 2001-2002 test results. An additional benefit of this program was a 100% speech production improvement for our Limited English Proficient (LEP) students.

As a tuition-free program in East Fort Worth, EFWMS attracts a population that typically performs poorly in all areas of the standardized testing (true for EFWMS at the beginning of the 2000 – 2001 school year). This year (2001-2002),

after the students have completed one full year with EFWMS, we have seen astonishing results. The majority of the returning students now fall within the average or above average range on the standardized testing, and 12 of them actually moved into the range for nomination as 'Gifted and Talented' (90% or higher scores in at least two subject areas). We attribute a great deal of this to the way the Montessori curriculum addresses the needs of each child and the flexibility EFWMS demonstrates in seeking solutions to problems.

Programs Offered To Support Other Student Activities: EFWMS has relationships with the local universities and private vendors in the City of Fort Worth who can offer specialized classes on a contract basis. We have had a wonderful response to the international dance classes and showcase events offered this year. In addition to the age-appropriate play structures on our playground, we have two new putting greens, a tri-cycle track, and a child-sized labyrinth. Teachers have been trained by professionals from the community to utilize these physical education and motor development resources effectively. Students participate in a Reading Club sponsored by the Meadowbrook Library. Texas Agricultural Extension Expanded Nutrition Program sponsors a Nutrition Club. We have a relationship with the Fort Worth Zoo to expand our science and botany programs. Plans include offering day classes and overnight programs at both the Fort Worth Zoo and the Museum of Science and History. We have preliminary plans in place to launch a Videography Club that will assist the children in observing and documenting their work and the world around them. Next year, a Junior Achievement program will be

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launched on our campuses. Twelve percent (12%) of our population is Limited English Proficient. We have a 'Bridge To The Home" program that assists both the parents and children in speaking and early English literacy skills. EFWMS has the first Home Instructor Program for Parents of Young Children (HIPPY) in Tarrant County (sponsored by HIPPY USA and Americorps). The HIPPY Curriculum is also a bridge program that enhances parenting skills and helps parents of young children connect to their child's development and learning patterns.

5. GOVERNANCE STRUCTURES AND PROCESSES

The structure will consist of a governing Board of 5 members, a Director/CEO (ex-officio of the Board of Directors), an Advisory Board and staff. There will be no other governing boards.

Continuity Between Foundation Coalition Vision and Future Boards.

The current EFWMS Board is a continuing board, and will become the holder of the charter. Some changes are being made in the membership, but the vision and mission remain unchanged.

Advocacy of the vision and mission as stated in question 5 of the Generation 8 Charter Application is a requirement for Board members. The vision and mission, as stated, will become a part of the charter contract. The Board is responsible for seeing that it is operating strictly in accordance with the charter contract. Thus, the foundation element of delivery of a Montessori curriculum and school environment will be maintained, regardless of any changes in the Board membership.

Roles and Responsibilities of the Board of Directors:

EFWMS is governed by a five-member Board of Directors. An organizational chart **Attachment – 4**. The Board of Directors is responsible for selecting the Director/Chief Executive Officer. The Chief Executive Officer is responsible for the selection and review of EFWMS staff.

The EFWMS Board of Directors is composed of members with expertise in a variety of areas, including early childhood education, business management, fund-raising and development, urban communities and facilities management. The following is a list of each Board member's affiliations and areas of expertise:

Mrs. Nina LaFond – President (Chairperson)

Owner/Director of A & X Investigations

Member: Texas Association of Licensed Investigators

Former Parent - EFW Montessori School

Former PTO President - EFW Montessori School

Expertise: Business Management, Fund-raising, and Community Networking

References: Ms. Tina Gambie (817) 446-9964

Mr. Ray Turner (817) 991-6031

Ms. Regina Johnson (817) 370-1754

Mr. David Reese – Treasurer

Engineer, Austin Bridge and Roads

Former Parent: EFW Montessori School

Expertise: Building equipment for science programs
Designing parking, Installing Playground Equipment
Community Advocate and Fund-raising

References: Ms. Mary Fleming (817) 451-6137

Mr. Pat Anderson (817) 249-3030

Ms. Marcela Reese (817) 452-2735

Mrs. Fenda Akiwumi – Member-At-Large

Professor, Hill College

Member: Texas Community College Teachers Association

Expertise: Management, Computer Skills, Field Trip Planning, Grant Writing & Presentation

References: Dr. Enid Arvidson

Mr. Robert Treadwell, (254) 582-2555

Division Director, Hill College

Dr. Richard Elam (817) 641-9887

Ms Merrie King – Vice President (Vice Chairperson)

Asst. Professor, Belmont University, Montessori Teacher

Member: American Montessori Society

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Expertise: Grant Writing, Montessori Curriculum Development, Conflict Management

References: Ms. Sukai Forster (817) 633-4550
 Ms. Andrea Seals (615) 822-3390
 Ms. Threlecia Whitley (817) 293-9241

Ms. Yolanda Cason-Mack – Secretary

Member: Americorps, Allied Communities of Tarrant County,

Parent: EFW Montessori School

Expertise: Fund-raising, Community Networking, Grant Writing, Small Business Administration

References: Mrs. Bernadette Bermudez (817) 838-3345
 Ms. Crystal Whitney (817) 451-7284
 Ms. Chakie Jones (817) 531-0210

The current Board reflects the diverse composition of the neighborhoods EFWMS serves. EFWMS parents or parents of graduates currently hold three positions on the Board.

The roles and responsibilities for which the Board of Directors will be held accountable are:

- Setting the overall policies for the school
- Advancement of the financial security of the organization
- Fund-raising
- Long-range planning
- General oversight of the organization
- Recruitment and orientation of new Board Members
- Evaluate the organizations financial reports
- Follow all guidelines stated in the By-Laws of the Organization
- Ensure that the school is in compliance with Texas Education Code as it applies to charter schools

To further clarify the roles and responsibilities of Board Members:

The Board would be responsible for addressing issues, concerns and questions related to the management and operation of the charter school program and compliance with contractual agreements with the TEA. Board Directors shall exercise ordinary business judgment in the management of the affairs of East Fort Worth Montessori, Inc. In acting in their official capacity as Directors of East Fort Worth Montessori, Inc., Directors shall act in good faith and take actions they reasonably believe to be in the best interest of East Fort Worth Montessori, Inc. and that are not unlawful. In all other instances, the Board of Directors shall not take any action that they should reasonably believe would be opposed to East Fort Worth Montessori, Inc.'s best interest or that would be unlawful. A Director shall not be liable if, in the exercise of ordinary care, the Director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by East Fort Worth Montessori, Inc.

The President (Chairperson) shall preside at all meetings of the Board of Directors. The President shall perform other duties prescribed by the Board of Directors and all duties incident to the office of President.

The Treasurer shall be responsible for the reviewing the financial reports and presenting highlights to the Board of Directors so that they may carry out their fiduciary responsibilities. The Treasurer may perform other duties as assigned by the President or by the Board of Directors. The Treasurer shall be included by Corporate Resolution as a second signatory on school bank accounts for checks written in excess of \$2000.00, and which are not regularized expenses.

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The Secretary shall give all notices as provided in the Bylaws or as required by law, take minutes of the meetings of the Board of Directors and keep the minutes as part of East Fort Worth Montessori, Inc.

Procedures to ensure the Board's ultimate responsibility for compliance with the charter.

The Director/CEO drafts the schools' budget for review by the Board of Directors Finance Committee, and ultimate approval by the full Board. The Board of Directors holds oversight authority over all expenditures and is accountable for control of the schools' resources, once acquired. The Director/CEO manages all day-to-day financial operations of the school and assists the Board in fund-raising activities, submitting grant requests, and stimulating activities of others in direct fund-raising. The Board of Directors provides oversight and monitoring, to include **timely financial and attendance reporting to TEA.** The Director/CEO and the Assistant Director for Administration maintain appropriate **checks and balances** within the organization, and provide regular management reports to the Board of Directors and to oversight agencies. **The Board of Directors will review all PEIMS submissions and the resulting reports provided by TEA.**

Board members are expected to be active, participating in all Board meetings and reading and discussing all items listed in the prepared Board packets. Excessive absences in any one fiscal year will result in the Board's re-assessment of the member's ability to fulfill the job description of a Board Member.

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Board Terms are as specified in the by-laws

As outlined in the By-Laws of East Fort Worth Montessori School, new Board members are elected by a two-thirds majority of existing Board members every three (3) years. Board members may serve a maximum of four (4) terms.

Procedures for Complaints:

The Director/CEO handles complaints of employees and parents. If the problem cannot be resolved at the school level, parents and employees can petition the Board of Directors, in writing, for review. If the problem cannot be resolved at the Board level, parents or employees can make a report to the appropriate officials at the Texas Education Agency. The Student Handbook and The Staff Handbook (Human Resource Policy Manual) give the detailed steps to take and the guaranteed response time for each level of review.

Procedures for fostering relationships between Administrators and Teachers:

Regular monthly meetings will be held for all staff. The Director/CEO has established an open-door policy. Two staff social events will be held each year.

Parental Involvement in Decision-Making:

A Parent-Teacher Organization (PTO) will meet bi-monthly. EFWMS will consult with parents before major decisions are made in the school. Our involvement with Allied Communities of Tarrant County (ACT) has exposed staff and parents at the school to effective techniques of communication and advocacy. To date, the Board of Directors, campus management and parent groups have experienced fairly

seamless communication. The Board and Director/CEO have been able to address concerns expressed by the PTO and the organizations have worked together to improve all aspects of the school. Should EFWMS receive a charter contract, we plan to establish site-based decision-making teams to extend the responsibility for the quality of services offered at the main campus and each satellite.

Relationship with Private Entity or Management Company:

The Region IV Education Service Center (Business Group) will be providing services for accounting and finance.

Region XI Education Service Center (MIS) will be providing services for the student attendance accounting portion of PEIMS. Other than the Regional Education Service Centers, no private or governmental entities will be involved in the operation of the charter school. No members of the Board of Directors are affiliated with the Education Service Centers.

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6. HUMAN RESOURCES INFORMATION

- The Human Resources Policy Manual is **Attachment – 2**.
- The Salary Schedules for each School Officer and Administrator is **Attachment – 3**.
- A biographical affidavit is attached for each administrator as **Attachment – 1**.

Powers And Duties of School Officers:

The **Director/CEO**, reports to the Board of Directors. He/She is responsible for oversight of all of the day-to-day operations of the school, including academic and financial accountability. The Director/CEO recruits and supervises other school officers and staff. The Director/CEO is the public 'face' of the school – creating and fostering relationships in the community. This officer is the pivotal point – the person who insures that all of the participants in the charter adhere to quality standards as they bring the vision of EFWMS into reality.

Joyce Brown has served as **Chief Executive Officer** for EFWMS since 1998. She currently maintains day-to-day supervision of budgeting, programs, staff, and training. Joyce was a member of the Board and one of the founding incorporators. She has successfully spearheaded the program since that time and has been credited for its exemplary record of service to the Fort Worth community. She will remain as Chief Executive Officer. An organizational chart for EFWMS outlining the staff is included as **Attachment – 4**.

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The **Assistant Director for Administration** (Business Officer), reports to the Director/CEO. He/She is responsible for oversight of the financial and student records, attendance accountability, facilities management, human resources, and the National School Lunch Program (Food and Nutrition). This staff member will be the liaison with Region IV and Region XI to ensure that proper source documentation is maintained and submitted for PEIMS.

The **Assistant Director for Educational Programs** is responsible for the supervision of teachers and aides on both campuses. He/She will also insure proper implementation of programs of Special Education, Limited English Proficiency (LEP, ESL, and Bi-lingual Programs), Gifted and Talented (GATE), and various enrichment programs. His/Her duties will include communication and coordination with the specialized contract personnel (Diagnostician, Speech Therapist, etc.).

Chain Of Command:

Ultimate responsibility is vested in the EFWMS Board of Directors. The Director/CEO reports to the Board. She has line authority over the assistant directors, and general authority over all staff. See **Attachment - 4**.

Criteria For Selection Of School Officers:

The **Director/CEO**, must have a Masters Degree in Education or a related field and a Montessori Certification, administrative experience of at least three (3) years and some teaching experience.

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The **Assistant Director for Administration** must have a Bachelors Degree or equivalent administrative experience of five years or more. He/She must have experience in a school setting.

The **Assistant Director for Educational Programs** must have a Bachelors Degree (or higher) in education or a related field, plus three (3) or more years of teaching experience, and a Montessori Certification.

Job Descriptions for Officers:

Director/CEO

The Director/CEO is a leadership position, responsible for the quality of all functions of the school. Duties include:

- Maintaining the quality of the vision and mission of the school
- Bringing staff, students, parents and community members together for the benefit of the school
- Recruiting and maintaining a professional staff – teachers with the relevant certifications and experience for a Montessori school
- Recruiting and maintaining administrative and support staff to carry out financial and student attendance accountability, facilities management, and corollary programs of the school
- Design of overall staff development strategies and creating appropriate policies and procedures
- Setting standards for curriculum development and TEKS alignment, materials management, curriculum extensions, and classroom environments

- Program evaluation strategies; analysis of standardized testing and portfolio results for each grade and the school as a whole
- Preliminary planning and research for all areas of development and growth of the school
- Approval of all purchases and disbursements on behalf of the school
- Signatory duties on behalf of the school – entering into contracts for services, banking relationships, grants administration
- Reporting to the Board of Directors and TEA on all facets of school operation
- Networking in the larger community and among related professional organizations on behalf of the school
- Guaranteeing compliance – health, property, licensing, curricular, special services, education code – PEIMS, admissions, withdrawals, records; keep apprised of all regulations regarding the school
- Implementation of student discipline standards; child advocacy as needed
- Serve as an ex-officio on the Board of Directors; keep the Board informed; deliver the management tools necessary for effective decision-making

Assistant Director for Administration

The Assistant Director for Administration is the right hand person of the Director/CEO. This staff member is responsible for:

Detailed aspects of compliance – making sure that during the course of daily operations, all regulations and standards are met. This includes supervision of the duties delegated to the Facilities Manager, Attendance Clerks, and lunch monitors.

Additional duties include:

- Supervise all detailed aspects of financial and student attendance accountability
- Liaison to Region IV for accounting services; maintenance of all files and source documents for the purpose of regular audits
- Provide documentation and back-up to all original invoices for approval of the Director /CEO, guarantee appropriate payment information
- Participate in the checks and balances of the on-site accounting functions, together with the Director/CEO
- Liaison to Region XI for student attendance; oversight of the registration process and maintenance of cumulative folders
- Guarantee that the school follows all guidelines in the "Student Attendance Accounting Handbook"
- Security of Testing Administration
- National School Lunch Program – all associated logistics, reports and compliance with regulations
- Textbook officer

Assistant Director for Educational Programs

The Assistant Director for Educational Programs is responsible for the detailed alignment of the Montessori curriculum to the TEKS. She works directly with the teachers and aides in developing strategies for the classroom. Montessori teachers use child-centered classroom management techniques that require special

training. It is difficult to find substitute teachers who understand the modeling role of the teacher, therefore, EFWMS has assigned the Assistant Director for Educational Programs first responsibility for substituting or locating substitute candidates. This officer is responsible for monitoring and documentation of all special programs, including the outreach into the community (The Museum of Science and History, The Amon Carter Museum, the Fort Worth Zoo, Junior Achievement, the arts program, the Botanic Gardens, the environmental science program), as well as special education (including speech therapy and liaison to the diagnostician), Gifted and Talented, and Limited English Proficiency (ESL and Bi-lingual Programs). She is also responsible for planning and scheduling field trips. The Assistant Director for Educational Programs is the first-line supervisor of the teaching staff and will perform their initial evaluations. She will keep the Director/CEO informed of any issues arising regarding the teaching staff or quality of the academic program.

Evaluation Of Administrative Personnel:

School officers will complete measurable goals and objectives statements for their positions and secure an agreement that will be approved by the Director/CEO. Each officer will complete self-evaluation of levels of accomplishments, and discuss results with the Director/CEO who will make a determination regarding levels of performance. The Assistant Directors will, in turn, complete this process with the Professional staff and Support staff under their supervision.

Salary Range And Benefits For Administrative Staff:

Salaries for all personnel are outlined in the salary schedule. Administrators will receive the same benefits as other staff, i.e. Teacher Retirement (TRS), health and dental benefits and disability insurance.

Recommended Salary Schedule		Table 2a
Criteria		
Formal Education		
1a	Masters Degree - related field	
1b	Masters Degree - other field	
2a	Bachelors Degree - related field	
2b	Bachelors Degree - other field	
3a	Montessori Training	
3b	Montessori Certification - Pre-school (3 to 5)	
3c	Montessori Certification - Elementary (6 to 9)	
4a	Associates Degree or college hours	
4b	CDA	
Years of Service (YS)		
YSG	Years in General Education	
YSM	Years in Montessori Education	
YSEFW	Years at EFW Montessori	
YSA	Years in Administration	
Special Training and Certifications		
5a	Administration (incl Principal's Workshops, Board Workshops, PEIMS training)	
5b	GATE	
5c	SPED	
5d	Perceptual Motor Development	
5e	Food Handling or management	
5f	Child Dev Worker Card	
5g	Vision/Hearing Screener	
5h	ESL or Bi-lingual	

Salary Ranges			Table 2b
Position	From	To	Requirements
Director/CEO	45K	70K	1a or 1b, 2a or 2b, 3b minimum, YS = 5+, 5a
Asst Dir Admin	35K	55K	2a or 2b, 3a preferred, YSG = 2, YSA = 5+, 5a minimum
Asst. Dir Ed Programs	30K	50K	2a or 2b, 3b minimum, YSM = 5
Lead Teacher	30K	40K	2a or 2b, 3b minimum, YSG = 5
Teacher	25K	35K	2a or 2b, 3a, YSG = 1, can be an intern
Lead Aide	17K	29K	3b, 4a, YSG = 2
Teacher Aide	15K	21K	4a or 4b, YSG = 1
Lunch monitor	5K	10K	5e
Facilities Mgr	15K	25K	4b, 5e, 5f, and 5a
Attendance Clerk			
Clerk	10K	19K	4b, 5f, 5a

Required Qualifications for Teachers And Other Instructional Staff

Teachers must have college degree and Montessori certification. Teacher aides must have a high school diploma and college credits. The student handbook will list the names and qualifications of each instructional staff member, which will provide written notice of qualifications to parents or guardians.

Targeted Staff Size And Ratio:

EFWMS is accredited by the National Association for the Education of Young Children (NAEYC). This prestigious accreditation requires a minimum

teacher/student ratio of 12 to 1. The school meets this standard by including a degreed, certified teacher and a trained aide in each classroom.

Salary Ranges For Staff:

There will be a salary range for each type of position at EFWMS. Staff are rated according to formal education, years of service or experience, certifications and special abilities. A form showing the salary range together with the criteria is completed for each staff member prior to contract negotiation for the fall semester. The "performance evaluation" (one completed by the Director/CEO and one completed by the staff member) is also taken into consideration during contract negotiations.

Once all factors have been considered, the Director/CEO makes a determination of salary on all staff, except for school officers, in accordance with the salary schedule. The Director/CEO makes recommendation to the Board of Directors on school officers salaries. See **Attachment – 3**.

Evaluation Of Instructional Staff

Teachers will provide self-evaluations. Parents and guardians will provide evaluations using the NAEYC Parent Questionnaire. All of this information will be considered by the Assistant Director for Educational Programs, who will discuss final evaluations with the Director/CEO.

Job Descriptions Instructional Staff:

The primary responsibilities of the **Teacher** include:

- Design and preparation of the classroom
- Appropriate sequencing of materials
- Creating of attractive hands-on materials in the basic subject areas
- Creation of Individual Education Plans that align to the TEKS
- Determining the scope and sequence of lessons and providing direct instruction
- Classroom management
- Modeling appropriate behavior – calm, respectful, peaceful
- Parent conferencing
- Record keeping – track lessons
- Observation and evaluation of students and their work
- Preparation of report cards and portfolios for the parents' review
- Care of the outdoor environment – gardening with the children
- Providing a daily program of Perceptual Motor Development

9. GOVERNANCE OF THE SPONSORING ENTITY

Profiles of Members of the Founding Board:

Dr. James T. Brown

Professional Career:

Professor, Business and Finance

Director, American Peace Corps

Assistant Superintendent, Washington D. C. Public Schools

District Executive, Unitarian Universalist Association

Member: Allied Communities of Tarrant County; Anti-Racism Task Force;

Member of the Advisory Council – EFW Montessori School

Expertise: Business Management, Finance, Grant Writing, and Community Advocacy

Ms. Helen Didley

Professional Career:

Professor of Psychology and Early Childhood Teacher

Member: Milwaukee Teachers Association

Expertise: Early Childhood Education, Fund-raising, Management, and Grant Writing

Ms. Joyce Brown

Professional Career:

Teacher – Head Start

Workshop Presenter

Montessori Director

Member: American Montessori Society, UMEP/UNICEF

Expertise: Early Childhood Education, Fund-raising, Management and Grant Writing

The founding Board and initial incorporators were Joyce Brown, Helen Didley and Dr. James T. Brown. Joyce Brown, along with Helen Didley and James T. Brown obtained the State corporation charter. The predecessor organization was Intercultural Childcare and Family Center (ICC&FC), owned by James and Joyce Brown. It began operating as a child-care center in August of 1995. In January of 1998, when the predecessor organization (ICC&FC) turned over the school's

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operations to a new non-profit organization, East Fort Worth Montessori, Inc., three more people were added to the Board: Nancy Hynes, Angela Porter and David Reese. Hynes and Porter subsequently left the Board and were replaced by Nina LaFond, and Sukai Forster. The former Board members are no longer in the community and biographical information is no longer available. Ms. Hynes was a Fort Worth ISD teacher and Ms. Porter was a Montessori Teacher.

EFWMS Inc. Board members are working to secure a charter for the EFW Montessori Academy. Joyce Brown and the current Assistant Director, Susan Rogers, are major contributors to the charter effort. Ms Brown withdrew from membership on the Board and has been appointed Director/CEO of the EFW Montessori Charter.

The EFW Montessori Charter School will be a sub-unit of EFWMS Inc. It will not have a separate governing board. The Director/CEO of the school will report to the EFWMS, Inc. Board of Directors.

The Board will have a President (Chairperson), Vice President (Vice Chairperson), a Treasurer and Secretary, and at least one (1) Member-At-Large.

The Board officers will be selected by a vote of the Board members. Board members are selected for the Board and or removed from office by a majority vote of the members. Vacancies on the Board are filled by Board appointments, with recommendations from other Board members, the community, Advisory Council or Director/CEO. Board members serve for three (3) years from the date of appointment; terms are there by staggered.

The sponsoring organization replaced original Board Members who had vertical or horizontal family ties to the Director/CEO.

Organizing Group of Initial Incorporators Working Together To Apply for A

Charter:

Mrs. Nina LaFond – President (Chairperson)

Owner/Director of A & X Investigations

Member: Texas Association of Licensed Investigators

Former Parent - EFW Montessori School

Former PTO President - EFW Montessori School

Expertise: Business Management, Fund-raising, and Community Networking

References: Ms. Tina Gamble (817) 446-9964

Mr. Ray Turner (817) 991-6031

Ms. Regina Johnson (817) 370-1754

Mr. David Reese – Treasurer

Engineer, Austin Bridge and Roads

Former Parent: EFW Montessori School

Expertise: Building equipment for science programs
Designing parking, Installing Playground Equipment
Community Advocate and Fund-raising

References: Ms. Mary Fleming (817) 451-6137

Mr. Pat Anderson (817) 249-3030

Ms. Marcela Reese (817) 452-2735

Mrs. Fenda Akiwumi – Member-At-Large

Professor, Hill College

Member: Texas Community College Teachers Association

Expertise: Management, Computer Skills, Field Trip Planning, Grant Writing & Presentation

References: Dr. Erid Arvidson

Mr. Robert Treadwell, (254) 582-2555

Division Director, Hill College

Dr. Richard Elam (817) 641-9887

Ms Merrie King – Vice President (Vice Chairperson)

Asst. Professor, Belmont University, Montessori Teacher

Member: American Montessori Society

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Expertise: Grant Writing, Montessori Curriculum Development, Conflict Management

References: Ms. Sukai Forster (817) 633-4550
 Ms. Andrea Seals (615) 822-3390
 Ms. Threlecia Whittle (817) 293-9241

Ms. Yolanda Cason-Mack – Secretary

Member: Americorps, Allied Communities of Tarrant County,

Parent: EFW Montessori School

Expertise: Fund-raising, Community Networking, Grant Writing, Small Business Administration

References: Mrs. Bernadette Bermudez (817) 838-3345
 Ms. Crystal Whitney (817) 451-7284
 Ms. Chakie Jones (817) 531-0210

Ms Joyce Brown – Director/CEO

Member: American Montessori Society, NAACP, UMEP/UNICEF

Expertise: Education, Fine Arts, Grant Writing, Business Management, Travel Industry

References: Ms Becky Haskin, Councilwoman (817) 457-8146
 Ms. Karen Humphrey, Special Ed Dir (817) 531-4350
 Ms. Judy Seymour, Prinicipal (817) 920-1200
 Daggett Elementary School

Additional Information Regarding the Sponsoring Entity:

The Board would be responsible for addressing issues, concerns and questions related to the management and operation of the charter school program and compliance with contractual agreements with the TEA.

The Board is responsible for seeing that it is operating strictly in accordance with its charter and for approval of the charter school budget. Directors shall not receive salaries for their services as a Director. The Board is composed of five (5) members currently.

Directors shall be elected by the vote of the Board of Directors. Directors shall be elected at the annual meeting of the Board of Directors. Each Director shall hold office until a successor is elected and qualified. A Director may be elected to

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succeed himself or herself for the next year. Any vacancy occurring in the Board of Directors and any Director position to be filled due to an increase in the number of Directors, shall be filled by the Board of Directors. A vacancy is filled by the affirmative vote of a majority of the remaining Directors, even if it is less than a quorum of the Board of Directors, or if it is a sole remaining Director. A Director elected to fill a vacancy shall be elected for the un-expired term of his or her predecessor in office. The number of Directors shall be five (5), including the officers. Directors need not be residents of Texas, but a Director must be at least 18 years of age. Each Director shall serve without a specified term. Vacancies shall be filled by the remaining Board members with input from teachers, parents, and other community leaders.

Textbooks Selection:

The Director/CEO, together with a selection of lead teachers, will preview adopted textbooks at the Regional Education Service Center. As a committee convened for the purpose of choosing textbooks, this group will select among the textbooks on the conforming and nonconforming TEA list. The Assistant Director for Administration will collaborate with the Assistant Director for Educational Programs in compiling the choices and following the procedures for ordering, distribution, monitoring and care of the textbooks. The Director/CEO will provide a summary of the suggested textbooks to the Board of Directors for approval on an annual basis.

East Fort Worth Montessori's selection and use of ancillary materials provided by publishers under §66.69 (relating to Ancillary Materials) is also subject

to this process. Final selections must be recorded in the minutes of the Board of Directors.

East Fort Worth Montessori will report a listing of instructional materials selected, which shall be transmitted to the Texas Education Agency (TEA) no later than April 1st each year.

Prior to the first day of school, the Assistant Director for Administration will base her selection on the maximum number of students enrolled in East Fort Worth Montessori during the previous school year and/or registered to attend East Fort Worth Montessori during the next school year. Requisitions submitted after the first day of school shall be approved based on the actual number of students enrolled in East Fort Worth Montessori when the requisition is submitted. If two or more titles are selected in a subject, requisitions may be made for a combined total of the selected titles.

In reference to TEA list of conforming and nonconforming materials, East Fort Worth Montessori shall continue to use the instructional adopted materials during the contract period or periods of the materials. East Fort Worth Montessori shall not return copies of one title to secure copies of another title in the same subject.

East Fort Worth Montessori shall adopt and shall supply to a pupil in special education classes as appropriate to the level of the pupil's ability and without regard to the grade for which the instructional material is adopted or the grade in which the pupil is enrolled.

East Fort Worth Montessori shall conduct an annual physical inventory of all currently adopted instructional materials that have been requisitioned by, and

delivered to, East Fort Worth Montessori. The results of the inventory shall be recorded in East Fort Worth Montessori's files. Reimbursement and/or replacement shall be made for all instructional materials determined to be lost. Each textbook must be covered by the parent of the student.

East Fort Worth Montessori is entitled to retain surplus-to-quota instructional materials only when data approved by the Texas Education Agency indicate that students will be enrolled in the subject and a need for the surplus-to-quota instructional materials exists after the beginning of every school year.

East Fort Worth Montessori will make annual orders for instructional materials. Enrollments shall be reported based on the maximum number of students enrolled in the East Fort Worth Montessori during the previous school year and/or registered to attend the district during the next school year. When ordering supplemental instructional materials, enrollments shall be reported to TEA based on the actual number of students enrolled in East Fort Worth Montessori.

East Fort Worth Montessori shall notify each student's parent or guardian of all textbooks selected from the Nonconforming list of state-adopted textbooks. Notification will take place upon adoption.

EFWMS uses didactic materials to deliver the curriculum. Textbooks are supplemental to the direct instruction, therefore, materials creation and purchase will be reported along with textbook inventory in the management reports and budgets.

The school does not have any management board other than the Board of the Sponsoring entity.

10. COMMUNITY SUPPORT

September 1999 – A group of community leaders and members met with the EFW staff and leadership of EFWMS Inc. to discuss ways of expanding tuition free high quality Montessori education in the community.

October 1999 – The community group met with the Fort Worth ISD Early Childhood Collaboration Program to seek help in meeting the needs in the community. The Parents as Teachers Program was made available by the Fort Worth ISD to the community.

November 1999 – The community group started discussion on starting a charter program for Pre-K 3 through 4, Kindergarten and 1st grades. Community members visited Montessori public schools and charter schools in the area. The Principal of Daggett Montessori was invited to give a workshop on 'Montessori and Young Children.'

January 2000 – Community group and parents identify the need to enhance the EFWMS playground for the east side facility. A fundraising campaign is started.

July 2000 – Phase one of the improvements to the playground is completed.

January 2001 - Campaign begins to raise money for a portable classroom at the EFWMS east campus.

June 2001 – Acquired the portable classroom.

May 23, 2002 - Date of Public hearing at 2717 Putnam Street

Attachment 10 – Notice of Intent to Apply

Attachment 11 - Evidence of Mailing to Council and Commissioners

Attachment 12 - Notice In News Paper Of General Distribution

Attachment 13 - Registration Log

Attachment 14 - Synopsis Of Public Hearing

Partnerships With Other Groups:

See Attachment - 15 - LETTERS OF BUSINESS ARRANGEMENTS

EFWMS collaborators:

- Texas Expanded Nutrition – Nutrition classes for students and parents
- Amon Carter Museum – Art appreciation classes for students
- Botanical Garden- classes in the garden
- TEA Region IV for record keeping and reporting
- TEA Region XI for PEIMS
- Texas Workforce for support of Parent Involvement Program
- HIPPY USA for support of Parent Involvement Program
- City of Fort Worth for support of the after school program
- Allied Communities of Tarrant County – advocacy training and organization
- The Paper Plate – nutrition planning and catering of meals

No members of the above organizations serve on the EFWMS Board.

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11. SCHOOL DEMOGRAPHICS

The target enrollment is 327 students from pre-school (age 3) to 3rd grade.

Class enrollment ratios are not to exceed 12 students to one adult or 24 per grouping with one teacher and one assistant teacher.

The initial school will be located in the Meadowbrook area of East Fort Worth. This is the current location of the school and a convenient center for low-income and minority students. There are several alternative locations with a similar target group population in Tarrant County that could be sites for future expansion.

EFWMS Enrollment Projections for the First 5 years**Year 1 & 2 enrollment of 198 students**

	<u>Students</u>
Pre-K 3's =	41
Pre-K 4's =	68
K's =	62
1 st =	24
2 nd =	3

At present time:	
75%	African American
15%	Hispanic
8%	Anglo
2%	Asian

Representing 9 Classrooms with mixed-age groupings of:

Age

3's =	2 classes of 18 each
4-5's =	5 classes of 24 each
6-7's =	2 classes of 21 each

Year 2 add 2nd grade enrollment of 18 for a total of 216 (1 classroom)

Year 3 add K & 1st grade enrollment of 45 for a total of 261 (2 classrooms)

Year 4 add Pre-K & K enrollment of 22 for a total of 283 (1 classroom)

Year 5 add Pre-K & K enrollment of 44 for a total of 327 (2 classroom)

There are alternative sites in Tarrant County communities. The Como and the Far South East communities would be good locations. Other possibilities would include Forest Hill, White Settlement, and the Stop Six (just south of our current location).

12. ADMISSIONS POLICIES**How Do Our Policies Further Open Enrollment?**

1. Advertising in the local newspapers in both Spanish and English helps more parents in the community to know about the program.
2. Giving priority to siblings keeps the family together.
3. Drawing the lottery in the presence of parents and community members proves that the program is fair to all parents and no one is being discriminated against.

TIME LINE:

Application deadline-March 1

The LOTTERY

EFW Montessori advertises in local newspapers. A deadline for the lottery will be stated. The Pre-K 3 & 4 Program has income and age qualifications. This will also be indicated. There are exceptions to the income qualifications if a child is homeless, in foster care, or is Limited English Proficient (ESL). There are no exceptions to age qualifications (three years old by September 1st of the year the child is entering school).

The Director/CEO and Assistant Director of Administration will determine the number of spaces available for the lottery based on the following criteria:

- Spaces in the classroom
- Student/Teacher Ratio
- Curriculum available for each age group

Candidates call in to the school and are pre-qualified. Certain candidates do not have to participate in the lottery to secure a space. During our second year as a charter, returning students and siblings of returning students would have first priority. There is a consideration given to "at-risk" populations, however, the majority of our students will already be classified as "at-risk" due to income level associated with the communities we serve.

Once remaining spaces are determined, basic information on the pool of candidates is placed on cards and put into a box. A group of witnesses is recruited to participate in the lottery, including a teacher, an aide, a board member, two parents, and a community member. The participants draw cards – the number determined by openings for each age/grade group. The cards are read aloud and added to the enrollment list. Once all spaces are filled, the Assistant Director for Administration, acting as a registrar, begins the process of contacting ALL candidates to let them know if their child's name was drawn. At this stage the official enrollment process begins.

Lottery materials are sealed and placed in a secured cabinet for auditing purposes.

East Fort Worth Montessori School operates on a nine-month basis. Students may enroll at any time during the school year, provided there is space based on the admissions and lottery policies. At the time of enrollment, EFWMS will require an education background survey to determine if there are previous school records, including documentation of disabilities (in compliance with the Individuals With Disabilities Act). Since the majority of our target population has not

attended school prior to enrolling with EFWMS, we are the first point of contact for services and compliance with regulations regarding Special Education, Limited English Proficiency, etc. The school will verify required documentation for enrollment, such as birth certificates, shot records, social security card, and proof of residence. As soon as possible after enrollment, vision and hearing screenings, shot record updates, and the first academic/perceptual motor screening will take place.

EFW Montessori Charter school's policies are designed to further enrollment and support the mission of the school in a nondiscriminatory fashion. EFW Montessori does not discriminate based on sex, age, national origin, race or religion.

13. CODE OF CONDUCT

The EFW Montessori School, believes that the rights of students, parents and staff must be protected. To achieve this, there must be an open line of communication between the administration, staff, parents and students.

Our goal is to provide a school that is free of disruptions, where students can develop a love for learning, high self esteem and acquire an excellence in education.

The Student Code of Conduct booklet has been developed in compliance with relevant laws. Violation of the statutes, policies, regulations and rules will result in implementation of appropriate behavior management methods as outlined under this code.

Responsibilities

The campuses shall foster a climate of mutual respect for the rights of students, parents and staff.

Parents/Legal Guardian Responsibilities

- Working in partnership with the school to pursue educational excellence
- Students report on time for school
- Turn in written report on absences and tardiness to the school
- Sign each student in and out at the front desk everyday
- Attend scheduled conferences and/or initiate conferences to discuss academic progress and other concerns
- Support the goals of the school
- Volunteer in the classrooms and on fieldtrips

Student Responsibilities:

- Show respect for the teachers, peers and materials in the school
- Being prepared for work in and out of the classroom
- Mastery of the essential elements of the curriculum as prescribed by the State and school
- Follow school rules, procedures and directives concerning appropriate behavior and safety
- Follow the dress code of the school
- Use appropriate language in and out of the classrooms
- Refrain from harassment, name-calling, and insulting, threatening or intimidating remarks/gestures

Administrator Responsibilities

- Model appropriate behavior for students, staff and parents
- Encourage parent communication and active participation in the education of their children
- Encourage community participation in the school
- Support and administer the student code of conduct
- Responsible for pursuing a positive school environment that is free of disruptions where students can pursue their studies in a manner most conducive to learning
- Respond to concerns of staff, parents and students
- Provide support for staff

Teacher Responsibilities

- Serve as a role model for students in accordance with the standards of the teaching profession
- Reporting for work on time
- Teaching to the standards of performance required by TEA and the school
- Act in accordance with the Professional Code of Ethics
- Teach students to strive towards self-discipline and develop a love for learning
- Cooperate with parents
- Complying with the school's policies, rules regulations and directives

Classroom Discipline:

A teacher will encourage students to problem solve among themselves. Students will be sent to the "Peace Table" to discuss and resolve differences. If the students cannot resolve their problem, then the teacher will act as a mediator. The first step in dealing with disruptive behavior of an individual student is to "re-direct" or identify in positive language the behavior the child should exhibit and assist them to move to the next aspect of their work. A student may be asked to sit and observe the others working for a period of one to five minutes, at the end of which time the teacher will invite the student to choose work again. If the teacher is not able to help the student solve the problem, the student will be sent to the Director or Assistant Director. If the Director or Assistant cannot help the student the parent will be invited for conferencing.

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Investigation Of Misconduct

For the age group we serve, it is the responsibility of the administrators to interview/question any student or student witness regarding their behavior or the behavior of others and complete an incident report. The parent/guardian of the student will be asked to sign, together with a staff member and one of the school officers, the completed incident report. If the student is believed to have violated the school's code of conduct the parent/guardian will be invited for a conference and informed of the necessary disciplinary action(s).

In-School Suspension

Students who persist in disrupting the classroom and making it impossible for other students to concentrate, will be taken to the Director/CEO or Assistant Director's office where the student will be counseled and, if necessary the parent will be contacted. In cases where the parent cannot come to the school immediately, the student will complete some of his/her work in the office.

Suspension

A student may be suspended for a period not to exceed three consecutive day with no limit on occurrences if the administrator determines: (1) the student's presence in the classroom presents a danger of physical harm to student or others; (2) the student has engaged in serious/persistent misbehavior or has violated other policies outlined in the code of conduct. Before suspending a student, the administration shall consider reasonable alternatives. If the administrator determines a suspension is the most appropriate alternative, no other disciplinary action need precede the suspension.

00075

The student's parents/guardians shall be notified of the suspension by telephone or conference. The parent/guardian of the student who is being suspended shall be advised that it is the responsibility of the parent/guardian to provide adequate supervision for the student during the period of suspension.

Discipline Of Students With Disabilities

The implementation of disciplinary consequences assigned in accordance with this Student Code of Conduct to a student with a disability who is eligible to receive services under the Individuals with Disabilities Education Act or who is entitled to the protections of Section 504 is subject to the provision of Federal (i.e., IDEA and Section 504) and State laws and regulations.

Any placement change lasting more than ten (10) cumulative days of a student with a disability who receives special education services requires action by an Admission, Review, and Dismissal (ARD) Committee and/or Section 504 Committee.

A special education/504 student may be removed from class by a school officer for misbehavior and be suspended for no more than 3 consecutive days or 10 total days or in-school suspension for a short term (10 days or less) without ARD/504 Committee approval.

A student with disability who receives special education services may be expelled for engaging in conduct that would warrant such action for a non-disabled

student only if the ARD/504 Committee determines the misconduct is not related to the disabling condition an inappropriate placement.

Expulsion:

A student shall be expelled from school for offences committed on school property or while attending a school-sponsored or school-related activity on or off campus.

A member of the Board of Directors or designee shall provide the student with a hearing and the student's parents or guardians shall be invited in writing to the hearing. During the hearing, the student shall be afforded proper due process (right to prior notice of the charges, right to adult representation, opportunity to testify and present evidence and witness and cross-examine witnesses presented by the school). If the School contacted the parent/guardian in writing and try a telephone contact and the parent/guardian is not present for the hearing, the school shall hold the hearing regardless of the whether the student's parent or guardian or another adult representing the student attends.

The hearing administrator shall set the terms of the expulsion based on the law(s), the seriousness of the offense and other relevant factors.

Appeal Procedure For Expulsion:

Within ten (10) school days of receipt of the director's written recommendation, the student/parent/guardian may submit a written appeal to the

Board Chair or School's director. If no written appeal is received within ten (10) school days, the right to appeal shall be waived.

Student/Parent/Guardian Rights And Complaint Procedures:

A student or parent/guardian shall be entitled to an informal conference with an administrator to resolve her/his complaint. If such an attempt is unsuccessful, the student or parent/guardian may take the complaint to the Board. If a complaint involves a problem with a teacher, the student or parent/guardian in most circumstances shall be expected to discuss the matter with the teacher before requesting a conference with the director at Level 1.

Level One:

A student or parent/guardian who has a complaint shall request a conference within ten (10) days of the time the student or parent/guardian knew or should have known, of the event or series of event causing the complaint. The director shall schedule and hold a conference with the student or parent/guardian within seven (7) days of the request.

Level Two

If the student, parent/guardian is not satisfied, the student, parent or guardian may within ten (10) days request a conference with the Board Chair or designee.

Student Attendance And Accounting:

Our goal is to have a 90% or higher student attendance rate. Our strategy to have excellent attendance is grounded in our emphasis on parent involvement. By developing a strong partnership with parents, EFWMS will be able to increase parent's awareness of the importance of children coming to school every day. Classes will start at 8:30 a.m.; snap shot time will be 10:30 a.m. The teachers will pickup their attendance sheets at 8:00 a.m. every morning. Each classroom will have a clock. At 10:25 a.m., teachers will ask the children to stop work and go the line (a circle on the floor in the middle of the classroom where students receive group instruction). The teacher will call every student's name. The student will respond to his/her name and raise his/her hand. The teacher will mark an 'A' for students who are absent. No other marks will be made on the attendance sheet by the teacher. At the end of the roll call the teacher will count the number children physically present in the classroom and check the number against the number of children recorded as present on her roll sheet. If the number does not match, the teacher has to touch each child's shoulder as she calls his/her name. The completed roll-call sheet will be taken to the office by the teacher aide and placed in the attendance box in the office.

To comply with the attendance requirements stated in Subchapter B, Section 39 of the Texas Education Code, all teachers will be required to keep a record of class attendance. This record will be turned in with the year-end materials. Records will be kept on file for each enrolled student.

APPLICATION

An attendance clerk will proof and verify attendance sheets and prepare a summary of absences for the school day using forms provided by Region XI MIS by 1:00 p.m. each day.

At 3:00 p.m., the attendance clerks will call parents whose children were absent and did not call the school.

School's Mandatory Student Attendance Plan

EFWMS will follow the 90% rule for attendance. For a school year of 180 days, 18 absences will be considered excessive. Parents will be given a warning letter if the child is absent without a valid excuse more than 5 days in a six-week period.

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14. SPECIAL NEEDS STUDENTS AND PROGRAMS

The projected level of special needs enrollment is 8%. The Pre-Kindergarten extended day grant program will serve both 3 year olds and 4 year olds.

TEC / TAC	KEY Components	How EFWMS will Accommodate Children With Disabilities Under IDEA
TEC 26.0004	Child Find	EFWMS Charter will: . connect with ECI or other child Find Agencies . Identify and refer students . Individual Family Service Plan meeting (IFSP) schedule 120 days prior to student's 3 rd birthday.
TEC 26.0081	Confidentiality	. All staff will take the "Federal Education Right to Privacy Act" training (FERPA) Keep On file: state policy and procedure manual Keep all Special Ed files in locked cabinet Names of staff who have access to files will be posted on the locked cabinet
	Procedural Safeguards	Copy of "An explanation of Rights and Procedural Safeguards" will be given to parents at all meetings and will be sent to parents with notice to an ARD meeting
TEC37.0021	Notice of ARD	Notices will be sent 5 days prior to meeting.
TEC29.004	Determine Eligibility	Health Information-Vision & Hearing Home Language Survey Attendance, grades, test scores SPED staff contact parents Referring teacher completes: Information from classroom teacher SPED committee meets, 60 day trial Give information to Special Ed staff Make arrangements for professional test
19TAC89.63 (a-c)	LRE	Not applicable
	Transition planning	N/A 12-16 th birthday-TEC29.011 19TAC89.01055

300.26; 300.136	Certified Personnel	Certified Special Ed teacher on contract
300.1221(d)	10 Day Rule	Violation of school rules- suspension After 10 days suspension in the year, an ARD will be required to determine the link between the behavior and disability. If there is no link, students can be suspended but must receive services or be sent to a local Alternative Education Program.
TEC37.0021	IEP	All students will be in an inclusive program. SPED and ARD committee will put together an IEP that will allow students to receive one-on-one instruction
	Expenditure of Special Education Funds	Restricted to Special Education purposes.

Description Of EFWMS Programs To Meet The Needs Of Federal Programs:

Based on our previous experience as EFW Montessori School, we expect that the Charter will have a high percentage of "at-risk" students. This population typically qualifies for Federal grant funding. We plan to research and pursue all possible avenues for the benefit of the children.

Title 1 Part A – Improving Basic Schoolwide Programs Operated by Local Education Agencies

The Montessori philosophy requires one-on-one or small group instruction and hands-on learning opportunities. It is particularly suited to meeting the needs of children from impoverished families. This method also provides a natural setting for inclusion of students with special needs. Preparation of the environment and

specific training for teachers and aides enhances the ability of the school to implement the philosophy and curriculum.

Our experience in the classroom, as well as results from previous standardized testing (Stanford Nine and TPRI – benchmarks with subsequent growth indicators) have shown us that our formula works. We require our teachers to seek additional training through Region XI, including the Summer Reading Academies and workshops.

Title 1 Part C – Migrant Education

If we have students from migrant families in our population, we will apply the resources granted through Title 1 part C in accordance with the regulations. Our campus has an active HIPPY program (Home Instructors for Parents of Pre-School Youngsters – through Americorps). The staff of HIPPY are trained specifically to assist families of various backgrounds, particularly in low-income neighborhoods in the education of their children.

Title 1 Part D – Subpart 2 – This is not a problem in the age group served.

However, the basic Montessori Philosophy that imbues children with a thirst for learning and appreciation of school will prevent voluntary dropouts in later years.

Title II Part B – Dwight D. Eisenhower Professional Development Program- Advanced Montessori Teacher Training, reading readiness workshops for administrators and teachers, science workshops through the Museum of Science

and history, Peace Education workshops and environmental awareness studies at the Environmental Learning Center will be provided with funding.

Title IV – Safe and Drug-Free Schools and Communities Program

EFWMS provides workshops for parents through the D.A.R.E. program and participation in Allied Communities of Tarrant County neighborhood programs.

Title VI – Innovative Education Program Strategies

EFWMS will offer enrichment programs in arts, music, gymnastics and hands-on-science. Students with special learning needs will be provided tutorials and individual or small group arrangements with funds available for class size reduction.

Facilities will be upgraded to comply with section 504.

Efwms Educational Programs To Support Students At Risk Of Dropping Out Of School:

As pointed out above EFWMS will serve students Pre-K through 3rd grade (ages 3 through 8 or 9). These students are not at risk of voluntarily withdrawal.

The projected enrollment of students requiring special education and related services is 8%.

East Fort Worth Montessori is open to all persons regardless of race, color, religion, sex, age, national origin, or disability. At the time of enrollment, all students with disabilities must provide documentation of their condition and recommendations necessary for inclusion into East Fort Worth Montessori's educational program.

Accommodations that may be provided include large-print text, scribes (done by teacher), oral test administration (done by teacher) and a variety of testing options for students with hearing disabilities, and for the testing process, frequent breaks, extended time on task, and special tutoring.

Students are at risk of dropping out of school prior to a diploma for a variety of reasons: education, economic, disabilities (learning and physical), and social. East Fort Worth Montessori will:

- Foster a nurturing home environment by parent education and assistance with access to community-based social and learning resources
- Develop strong basic education skills, particularly in basic communications and computational skills (that help individual's meet short and long term learning (educational) goals
- Develop and implement close cooperation with family members regarding short and long term learning (family and educational) goals
- Identify and provide for special learning needs and/or disabilities of each student, to include, specific learning disabilities, need for developing English language skills, special assistance for visually impaired students (educational and disabilities)
- Develop real and authentic life skills (educational, social, and economic)
- The Montessori method naturally handles multiple learning styles (educational)

East Fort Worth Montessori will serve special education students as required in (34 CFR 300.18, 300.23; and 19 TAC 89.1131) and will hire certified teachers.

Special education teachers must be certified to teach special education, regardless of the qualification requirements for other teachers at the charter school. Alternative or emergency special education certification may be sought, or the school may contract with an appropriately certified teacher. East Fort Worth Montessori will serve special education students in the mainstream environment whenever possible.

East Fort Worth Montessori will be responsible for assuring that the requirements of Public Law 105-17, Individuals with Disabilities Education Act (IDEA) Amendments of 1997, the Texas Administrative Code (TAC), and the Texas Education Code (TEC) are implemented so that all eligible students with disabilities receive a free appropriate public education (FAPE). East Fort Worth Montessori will collaborate with the Regional Education Service Center, which provides technical assistance support for eligible students with disabilities.

Child Find:

East Fort Worth Montessori with the assistance of the Texas Education Agency and the education service centers (ESCs) and local education agencies (LEAs) will ensure that a free appropriate public education (FAPE) is provided to all individuals with disabilities, ages 3-21, who qualify for special education services. East Fort Worth Montessori will ensure that early intervention services are made available for those children, ages 0-3, with an identified need, with the assistance of the Texas Education Agency, ESCs, and the Early Childhood Intervention (ECI) program. To carry out these responsibilities, East Fort Worth Montessori will

implement: a comprehensive system of "Child Find" in which East Fort Worth Montessori's designated individuals will actively search for all individuals with disabilities or developmental delay who are 0-21 years of age. East Fort Worth Montessori will be responsible for identifying, locating, and evaluating all individuals 0-21 years of age, regardless of nature or severity of disability in accordance with Texas Education Code §25.001.

Confidentiality:

Concerning the confidentiality of child find data, East Fort Worth Montessori will be subject to the confidentiality requirements of Secs. 300.560-300.577. East Fort Worth Montessori will protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages. A designated individual will assume responsibility for ensuring the confidentiality of any personally identifiable information. All persons collecting or using personally identifiable information will receive training or instruction regarding the State's policies and procedures under Sec. 300.127 and 34 CFR part 99. East Fort Worth Montessori will maintain, for public inspection, a current listing of the names and positions of those employees within the agency who may have access to personally identifiable information.

Procedural Safeguards:

East Fort Worth Montessori will provide a copy of the procedural safeguards available to the parents of a child with a disability:

- Upon initial referral for evaluation;
- Upon each notification of an IEP meeting;

- Upon reevaluation of the child; and
- Upon receipt of a request for due process under §300.507.

The contents of the procedural safeguards notice will include a full explanation of all of the procedural safeguards available under §§300.403, 300.500-300.529, and 300.560-300.577, and the State complaint procedures available under §§300.660-300.662 relating to:

- Independent educational evaluation;
- Prior written notice;
- Parental consent;
- Access to educational records;
- Opportunity to present complaints to initiate due process hearings;
- The child's placement during the pending period of due process proceedings;
- Procedures for students who are subject to placement in an interim alternative educational setting.

Notice of Admission, Review, and Dismissal:

East Fort Worth Montessori will assure that appropriate document(s) are supplied with information a parent needs to effectively participate in an admission, review, and dismissal committee meeting for the parent's child as provided by 20 U.S.C. Section 1415(b):

- as soon as practicable after a child is referred to determine the child's eligibility for admission into the district's special education program, but at least five school days before the date of the initial meeting of the admission, review, and dismissal committee; and

- at any other time on reasonable request of the child's parent.
- A parent may request an ARD committee meeting at any mutually agreeable time to address specific concerns about his or her child's special education services. East Fort Worth Montessori will respond to the parent's request either by holding the requested meeting or by requesting assistance through the Texas Education Agency's mediation process. East Fort Worth Montessori will inform parents of the functions of the ARD committee and the circumstances or types of problems for which requesting an ARD committee meeting would be appropriate.

Evaluation of Children to Determine Eligibility:

To be eligible to receive special education services at East Fort Worth Montessori, a student must be a "child with a disability," as defined in 34 Code of Federal Regulations (CFR), §300.7(a), subject to the provisions of 34 CFR, §300.7(c), the Texas Education Code (TEC), §29.003, and this section. The provisions in this section specify criteria to be used in determining whether a student's condition meets one or more of the definitions in federal regulations or in state law.

Eligibility determination:

The determination of whether a student is eligible for special education and related services is made by the student's Admission, Review, and Dismissal (ARD) committee. Any evaluation or re-evaluation of a student shall be conducted in accordance with 34 CFR, §§300.530-300.536. The multidisciplinary team that

collects or reviews evaluation data in connection with the determination of a student's eligibility must include, but is not limited to, the following:

- At East Fort Worth Montessori, eligibility criteria will be based on the general classifications established with reference to contemporary diagnostic or evaluative terminologies and techniques. Eligible students with disabilities shall enjoy the right to a free appropriate education at East Fort Worth Montessori, which may include instruction in the regular classroom, instruction through special teaching, or instruction through contracts. Instruction shall be supplemented by the provision of related services when appropriate.
- A student is eligible to participate in East Fort Worth Montessori's special education program if the student: 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 in public school without the provision of special services; or but only needs a related service and not special education -- the child is not a child with a disability.

Development And Implementation Of IEP; ESY Services:

At the beginning of each school year, East Fort Worth Montessori will have an Individualized Educational Program (IEP) in effect for each child with a disability. East Fort Worth Montessori will ensure that:

- An IEP is in effect before special education and related services are provided to an eligible child; and is implemented as soon as possible following the meetings described under §300.343;
- The child's IEP is accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for its implementation;
- Each teacher and provider will be informed of his or her specific responsibilities related to implementing the child's IEP; and the specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP.

At least one general education teacher of the student (if the student is, or may be, participating in the general education environment) shall participate as a member of the ARD committee. The special education teacher or special education provider that participates in the ARD committee meeting in accordance with 34 CFR, §300.344(a)(3), must be certified in the child's suspected areas of disability. When a specific certification is not required to serve certain disability categories, then the special education teacher or special education provider must be qualified to provide the educational services that the child may need. East Fort Worth Montessori may use related services or paraprofessional personnel as allowed by §89.1131, to insure that appropriate teachers and/or service providers are present and participate at each ARD committee meeting.

The ARD committee shall make its decisions regarding students referred for a full and individual initial evaluation within 30 calendar days from the date of the

completion of the written full and individual initial evaluation report. If the 30th day falls during the summer and school is not in session, the ARD committee shall have until the first day of classes in the fall to finalize decisions concerning placement and the IEP, unless the full and individual initial evaluation indicates that the student will need extended year services during that summer. The written report of the ARD committee shall document the decisions of the committee with respect to issues discussed.

LRE Placement:

East Fort Worth Montessori will insure that to the maximum extent appropriate, children with disabilities are educated with children who are non-disabled; and that special classes, separate schooling or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily in accordance with (Authority: 20 U.S.C. 1412(a)(5))

The regular school day of East Fort Worth Montessori as related to Special Education is defined as the period of time determined appropriate by the ARD committee. Instructional arrangements/settings shall be based on the individual needs and individualized education programs (IEPs) of eligible students receiving special education services.

East Fort Worth Montessori will offer mainstream services. This instructional arrangement/setting is for providing special education and related services to a

student in the regular classroom in accordance with the student's IEP. Qualified special education personnel will be involved in the implementation of the student's IEP through the provision of direct, indirect and/or support services to the student, and/or the student's regular classroom teacher(s) necessary to enrich the regular classroom and enable student success. The student's IEP must specify the services that will be provided by qualified special education personnel to enable the student to appropriately progress in the general education curriculum and/or appropriately advance in achieving the goals set out in the student's IEP.

East Fort Worth Montessori will provide an extended year program as required by Federal law for special education students only when no other possibility is available.

Transition Planning:

East Fort Worth Montessori recognizes that transition services coordinate a set of activities with agencies and concerned citizens, federal, state, and local resources to provide for transition from school to post-school activities. Since EFWMS's finances are not adequate to meet the needs of students receiving special education services who are moving from school to adult life in Texas, EFWMS will seek to find other institutions to appropriately place a student requiring transitional services. When other institutions are not available, East Fort Worth Montessori will provide a Memorandum of Understanding (MOU), although limitations in financing will require all other resources through other institutions to be exhausted first. East Fort Worth Montessori's resources may simply not be adequate to provide quality transitional

funding for special education students. All other sources will be sought to assure compliance with the law within the limits of existing resources and services.

Certified Personnel:

All East Fort Worth Montessori special education and related service personnel will be certified, endorsed, or licensed in the area or areas of assignment in accordance with 34 Code of Federal Regulations (CFR), §300.23 and §300.136; the Texas Education Code (TEC), §§21.002, 21.003, and 29.304; or appropriate state agency credentials.

Services to Expelled Students:

The interim alternative educational setting referred to in §300.520(a)(2) must be determined by the IEP team. Any interim alternative educational setting in which a child is placed under §§300.520(a)(2) or 300.521 must be selected so as to enable the child to continue to progress in the general curriculum, although in another setting, and to continue to receive those services and written notice of those concerns to East Fort Worth Montessori from which the student was expelled. The student's ARD committee shall meet to reconsider the placement of the student in the program. East Fort Worth Montessori shall, in accordance with applicable Federal law, provide the administrator or designee with reasonable notice of the meeting, and a representative of the program may participate in the meeting to the extent that the meeting relates to the student's continued modifications, including those described in the child's current IEP, that will enable the child to meet the goals

set out in that IEP; and include services and modifications to address the behavior described in §§300.520(a)(2) or 300.521, that are designed to prevent the behavior from recurring as designated by Authority: 20 U.S.C. 1415(k)(3).

Whether other disciplinary measures, including suspension, are ever appropriate for behavior that is addressed in a child's IEP will have to be determined on a case-by-case basis in light of the particular circumstances of that incident. However, East Fort Worth Montessori personnel may not use their ability to suspend a child for 10 days or less at a time on multiple occasions in a school year as a means of avoiding appropriately considering and addressing the child's behavior as a part of providing FAPE to the child.

Allowable Expenditures:

Persons paid from special education funds shall be assigned to instructional or other duties in the special education program and/or to provide support services to the regular education program in order for students with disabilities to be included in the regular program. Support services shall include, but not be limited to, collaborative planning, co-teaching, small group instruction with special and regular education students, direct instruction to special education students, or other support services determined necessary by the ARD committee for an appropriate program for the student with disabilities. Assignments may include duties supportive to school operations equivalent to those assigned to regular education personnel. Personnel assigned to provide support services to the regular education program may be fully funded from special education funds. If personnel are assigned to

special education on less than a full -time basis, except, only that portion of time for which the personnel are assigned to students with disabilities shall be paid from state special education funds.

State special education funds may be used for special materials, supplies, and equipment which are directly related to the development and implementation of IEPs of students and which are not ordinarily purchased for the regular classroom. Office and routine classroom supplies are not allowable. Special equipment may include instructional and assistive technology devices, audiovisual equipment, computers for instruction or assessment purposes, and assessment equipment only if used directly with students.

State special education funds may be used to contract with consultants to provide staff development, program planning and evaluation, instructional services, assessments, and related services to students with disabilities.

State special education funds may be used for transportation only to and from residential placements. Prior to using Federal funds for transportation costs to and from a residential facility, East Fort Worth Montessori will use state or local funds based on actual expenses up to the state transportation maximum for private transportation contracts.

State special education funds may be used to pay staff travel to perform services directly related to the education of eligible students with disabilities. Funds may also be used to pay travel of staff (including administrators, general education teachers, and special education teachers and service providers) to attend staff development meetings for the purpose of improving performance in assigned

positions directly related to the education of eligible students with disabilities. In no event shall the purpose for attending such staff development meetings include time spent in performing functions relating to the operation of professional organizations. In accordance with 34 Code of Federal Regulations, §300.382(j), funds may also be used to pay for the joint training of parents and special education, related services, and general education personnel.

How EFWMS Meets The Needs Of Children Who Qualify For Other State Programs

EFWMS has a program in place for speakers of other languages. It includes a "Bridge to the Home" literacy curriculum and on-site training for teachers and aides who are serving English as a Second Language (ESL) students. At present, 75% of our teaching staff speaks more than one language. Two are trained to deliver ESL programs. This summer, two more will take the ExCet and become certified in either ESL or Bi-lingual education.

Twelve students in our current population are in the Gifted and Talented program. Montessori classrooms are great environments for G.A.T.E. programs. The children are in multi-age groups and the materials in each class reach more than two grades beyond the average student's age/grade level. The teachers are certified to deliver instruction beyond the grade levels in their class. EFWMS provides a variety of enrichment programs and materials as well.

Over 95% of our student population qualifies for the Free/Reduced National School Lunch Program. Due to their ages, this means that they are "at risk." The

State Compensatory Education program is targeted at student populations such as ours. As has been mentioned previously, the entire EFWMS is designed to accommodate this population and actualize their potential.

The Montessori reading and language curriculum includes several hands-on tools that can assist a teacher in early identification of learning differences and learning disabilities (e.g. dyslexia). EFWMS will contract with a diagnostician who can further identify and assist teaching staff to accommodate students with difficulties. The sooner a learning difference or learning disability is identified, the more effective we can be in imparting coping skills and making sure the student does not fall behind.

15. BUSINESS PLAN

The start-up grant will apply to EFWMS because it is a new entity. East Fort Worth Montessori School, Inc. does have private sources of funding, however, the charter school, EFWMS, does not. East Fort Worth Montessori, Inc. will loan the existing Montessori materials to EFWMS as long as the school continues to meet its vision and mission, and as long as the school is associated with the corporation. Parents will collaborate with an advisory council to carry out appropriate fund-raising on behalf of the EFWM charter.

Start-up Funding:

Grant Application 1st Year - \$150,000

EFWM Cash Flow Availability - \$20,000

EFWMS Educational Material Availability - \$50,000

Finance Accounting Software:

EFWMS will contract with Region IV for accounting functions. A set of procedures will be established with them for communication and provision and maintenance of source documentation. The CPA's at Region IV will guide us through the accounting process. The accounting software will not reside at our district office. We will retain the function of reviewing PEIMS and correcting for accuracy. A letter of intent to contract is attached.

Student Attendance Accounting:

Student attendance accounting will be handled through a contract with Region XI MIS. The will us RSCCC (Regional Software Coop) and Win School to process our data, create PEIMS submissions and management reports. We will be responsible for the physical integrity of the records an accuracy of the data input.

School Calendar:

Over 85% of our students come from neighborhoods served by the Fort Worth ISD. Many have older siblings in FWISD schools. For this reason, we have only one track for our calendar and it reflects the FWISD calendar. School hours are 8:30 a.m. to 3:00 p.m. Monday through Friday. See **Attachment – 21**.

Facility Management:

EFWMS district office and main campus is located at

2717 Putnam Street
Fort Worth, TX 76112

EFWMS will be housed in a building that meets the Federal, State and local safety and health requirements. The facility, situated on 2717 and 2717A Putnam Street, has a Certificate of Occupancy issued by the City of Fort Worth Building Dept, a Fire Inspection Certificate and a Health Certificate. These buildings consist of approximately 6,100 sq. feet of space.

The site at 1401 S. Main Street is newly renovated with all the state certificates. This building has a total of approximately 3,500 sq feet of space.

The playground at 1401 S. Main has most of the amenities available at the Putnam Street facility.

Cafeteria:

The cafeteria at 2717 Putnam Street is approximately 400 sq feet. It seats 50 students. The cafeteria is equipped with tables and chairs, a steam tables, food warmer and sinks. It currently meets the regulations of the Fort Worth Health Department. There is an adjacent kitchen with a pantry, commercial refrigerator and stove, commercial sinks and prep surfaces.

The cafeteria at 1401 S. Main is approx. 250 sq. feet and seats 24 children. It also meets the regulations of the Ft. Worth Health Department.

Compliance:

These facilities are highly suitable for the proposed charter school. They have been used for the operation of a NAEYC accredited Montessori school for Pre-K to 2nd grade for the past 5 years. We have all of the appropriate contacts and certifications, inspections, and compliance procedures in place. See **Attachment – 23**. The facilities include central heat and air, opening windows in every classroom and office, multiple child-sized and adult bathrooms, hand-washing sinks, mutiple water heaters, and commercial indoor and outdoor lighting.

Lease Agreements:

The Putnam Street Lease involves a related-party transaction. East Fort Worth Montessori School, Inc. entered into a lease agreement for the Putnam Campus with

Playground:

The playground at 2717 Putnam Street covers approximately half an acre. It has the following areas:

- (1) a formal garden area where students and teachers go to for quiet time, outdoor reading, and problem solving (includes a covered, fenced area, plants, benches and a fountain)
- (3) miniature golf area, used for putting and helping to develop hand/eye coordination
- (4) Log cabin, a playhouse used for dramatic play
- (5) Out door learning area- a covered area with Montessori practical life exercises and sensorial work; includes sand and water tables, shelving and picnic tables
- (6) Cycling area, for students ride tricycles
- (7) Raised outdoor stage, used for puppet shows and impromptu plays
- (8) Jungle play, climbing and sliding structures; one structure is designed for the 3 and 4 year olds and the bigger structure is for the older students – with fall zones
- (9) Free play area (grassy)
- (10) Geography and Social studies area: an in-ground continent map for students to identify countries, animals, plants, flowers and people from different parts of the world
- (11) Art area with outdoor easels for free painting and crafts
- (12) Sandbox
- (13) "Lasagne" garden – a structure for planting flowers, vegetables and fruit

a corporate party (ICC&FC) in which the CEO and spouse have an ownership interest. The lease agreement will enable EFWM Charter School to operate its programs at the already established campuses of EFWMS Inc. The value of the lease was determined by arms-length negotiation between the parties and based upon a discounted below market rate (Market rate for this and similar properties is \$8.50 to \$12.00 per sq. ft.) This facility is leased at \$6.00 sq. foot. This value was also corroborated by an independent real estate appraisal.

Certificate Of Occupancy:

No extensive renovation is planned for any of the facilities at this time. The facilities are in compliance with applicable building codes. The Asbestos Management Plans are attached.

Transportation:

Approximately 85% of the children live within a 5 to 10 mile radius of the school, however if a child needs transportation for special services, EFW Montessori charter is planning to purchase regulation 35 passenger school buses that meet all Federal Motor Vehicle Safety Standards for transporting children.

Food Service:

Ninety-five percent (95%) of our population is eligible for the National School Lunch Program (NSLP) based on Federal Free/Reduced Guidelines. We anticipate at least 90% of our charter population will be eligible. We will contract with "The

Paper Plate," a catering company based in the Dallas/Fort Worth Metropolitan area, that has many years of experience serving schools, including EFWMS, with National School Lunch Programs.

EFWMS charter will follow all the rules and regulations as stated in the Federal guidelines. The school has a certificate from the City of Fort Worth Health Department to operate both food service programs and an on-site kitchen. We will have the appropriate equipment, including commercial refrigeration, cooking, and serving equipment (steam tables and warmers). The lunch monitor will have food management and food handling certification. Teachers and aids will be required to hold food-handling certificates.

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/eeo/)

Copy Of Return Receipts - Attachment 27:

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

**ATTACHMENT 1 Biographical Affidavits for Members of Governing Board
and School Officers Who Have Been Identified**

The following attachments are the biographical affidavits for
members of the governing Board of East Fort Worth
Montessori, Inc.

APPLICATION

Graduate Studies _____

Others ASSOCIATES IN CIVIL ENGINEERING _____

8. List Membership in Professional Societies and Associations: N/A _____

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

DATES	EMPLOYER	ADDRESS	TITLE
10/97 - present	Austin Bridge & Road	11143 Goodnight Ln. Dallas, TX 75229	Superintendent
6/87-10/97	Texas Department of Transportation	McCart Ave. Fort Worth, TX 76133	Engineering Specialest

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

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

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

DATES	EMPLOYER	ADDRESS	TITLE
none			

List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE
none			

11. 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: n/a

**TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(MUST BE TYPED and NOTARIZED)**

Check all that apply:

- Member of the governing board of the sponsoring entity
- Member of the managing board for the charter school

It should be understood that a board member's resignation may not be effective until a replacement is duly appointed by the board, and a board member may be personally liable for any actions taken by the board.

School officer _____
State Position as defined in TEC 12.1012

Full Name of Sponsoring Entity EAST FORT WORTH MONTESSORI SCHOOL INC.

Full Name of Proposed Charter School EAST FORT WORTH MONTESSORI ACADEMY

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

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

1. Full Name (Initials Not Acceptable) DAVID ANDREW REESE
2. Have you ever had your name changed or used another name? NO _____

If yes, give reason for the change: N/A

b. Maiden Name (if female) N/A _____

c. Other names used at any time N/A _____

3. Social Security Number [REDACTED]

4. Date and Place of Birth [REDACTED]

5. Business Address: 11143 GOODNIGHT LANE DALLAS, TX 75229

6. Business Telephone: 972-241-0699

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>
03/94-present	1728 JENSON Rd.	FORT WORTH, TX	76112
01/92 - 03/94	801 WEST FELIX	FORT WORTH, TX	76133

7. Education: Dates, Names, Locations and Degrees

College TEXAS STATE TECHNICAL COLLEGE WACO, TX

The primary responsibilities of **Teacher Aides** include:

- Assisting the teacher in all aspects of classroom management
- Preparation of the classroom environment each day
- Counting the materials and refilling the supplies
- Monitoring for cleanliness

Required Qualifications for PEIMS Coordinator, Student Attendance Staff and Other Staff:

EFWMS will contract with Region XI for the Student Attendance Accountability aspect of PEIMS, and with Region IV for the financial side of PEIMS. The Assistant Director for Administration will be the liaison to the Education Service Center personnel with a support staff that includes a Facilities Manager, Attendance Clerks and Lunch Monitors. The Assistant Director for Administration will be responsible for all of the associated manuals and regulations regarding PEIMS, including the Data Standards and the Student Attendance Accounting Handbook. Even though the Regional Service Centers will carry out the logistical aspects of PEIMS reporting, EFWMS is charged with insuring that the data is correct and source documentation is well organized and secure. The current Assistant Director for Administration has four years experience in all aspects of accountability and PEIMS. Specific support staff will be trained in the regulations regarding attendance tracking, transcripts and grade reporting, admissions procedures, and creation and maintenance of cumulative folders. The lunch monitors will be responsible for all of the health and nutrition regulations regarding food service under the National School Lunch Program (the actual meals will be planned and prepared by an experienced

catering company that serves schools throughout the Dallas/Ft. Worth metroplex). Once their daily attendance duties are completed, the Attendance Clerks will participate in the tracking procedures of the National School Lunch Program and the Assistant Director for Administration will perform the reporting duties for that program. All support staff will be given confidentiality training and all will understand the PEIMS information must be kept secure. The attendance clerks are required to have a High School diploma, basic computer literacy and organization skills, and be detail oriented. They must demonstrate a positive attitude towards the role of regulations and accountability in running a school. The lunch monitors must also have a High School diploma and food handling/management certificates. All support staff participate in providing some level of service to the children as well. For example, they may acquire vision and hearing screening certification or learn how to proctor for standardized testing.

Evaluation Methods for the PEIMS Coordinator, Student Attendance Staff and Other Staff.

For evaluation methods for the PEIMS Coordinator, see the related section on the Assistant Director for Administration. The student attendance staff will be trained and evaluated by the Assistant Director for Administration, using the EFWMS evaluation forms – one for self-evaluation and one for evaluation by a supervisor. The student attendance staff is required to know the procedures and aspects of the education code related to attendance accountability. They will be monitored for accuracy and reliability in maintaining student records and attendance records. These staff members will be included in auditing exercises, such as the Initial On-

site Visit (IOV) to help them understand the serious nature of their duties. Lunch monitors and NSLP personnel will be introduced to the ARMS (health and nutrition) Manual and held accountable for the guidelines of the nutrition program as it relates to their duties. The same criteria used for health and nutrition inspections will be applied to evaluations of the lunch program personnel. Daily checklists will be used by all support staff.

7. SCHOOL OFFICER ACCOUNTABILITY

Student And School Performance

The Assistant Director for Educational Programs will review student portfolios, the Montessori lesson tracking records, and written observations from each teacher together with the standardized test scores (Stanford Nine, TPRI, and Success Ticket for Pre-K through 2nd grade and the TAKS for 3rd grade) to complete a profile of student and class performance. Problem areas will be reported to the Director/CEO. Conferences with the parents, teacher and Assistant Director for Educational Programs will be held on a periodic basis. At each monthly meeting, the Board of Directors will review reports from school officers and the Director/CEO to monitor school performance. Once per semester, the President (Chairperson) and other Board members will conduct on-site reviews of school operations. The school-wide statistics provided by the standardized testing companies and TEA will be reported to the Board of Directors. Un-announced visits and reviews by the Director/CEO and Board members will be conducted as needed.

Management And Administrative Performance:

The Board, in addition to the review of Board reports, will conference with the Director/CEO on a regular basis. The management reports provided by TEA after each PEIMS submission will be reviewed by the Director/CEO with the Board of Directors on a point-by-point basis. EFWMS has a stated goal of achieving an

"Exemplary" rating, with all that implies. Timeliness and Accuracy of all reporting to TEA are paramount.

Student Attendance Accounting Reporting Requirements:

The Assistant Director for Administration will provide attendance data to Regional XI Education Service Center MIS personnel for entry into their PEIMS software. As the intent to contract states, Region XI will extract PEIMS data and provide it to the school for final edit. Reports will be reviewed by the Director/CEO before being returned to the Regional Education Service Center for final submission to TEA. In the day-to-day operations, procedures will be implemented to insure that accurate attendance records are kept (e.g. training of the teachers, establishing of the snapshot time, daily auditing and verification). Attendance will be verified at the campus level by at least two members of the administrative staff. At present, EFWMS has campus level plans in place that encourage a high level of attendance – including immediate contact with parents of absent children, and an incentive program. All staff who have responsibility for attendance and record-keeping will attend in-service workshops to study the Student Attendance Accounting Handbook. The teachers will be trained at the first in-service prior to the opening of school, and they will sign a letter of understanding indicating the minimum standards for attendance taking. Our PEIMS staff and Attendance Clerks will participate in workshops at the Regional Education Service Center.

Compliance With Accounting Principles And Standards Of Fiscal**Management:**

Region IV service Center will provide financial reporting review with additional management reporting supplied by the Assistant Director for Administration. The Assistant Director for Administration has been trained in accounting principles and standards of fiscal management. The following insert outlines minimum standards that will be maintained between Region IV and EFWMS to insure that all documentation is classified and easily accessible for the purpose of annual auditing.

Standards for the Financial Management System

Table 3

- Provide accurate, current, and complete disclosure of the financial results of the school to the Board of Directors, TEA auditors and the professionals contracted to perform outside audits.
- Provide records that adequately identify the source and application of funds for school activities and special grant funding, contain information pertinent to authorization and permissible use of funding, funds available, and disbursements.
- Establish effective control over and accountability for all funds, property, and other assets – have safeguards in place to assure that funds are used solely for authorized purposes.
- Allow comparison of outlays with budget amounts.
- Document approved policies and procedures.
- Maintain accounting records that are supported by source documentation.

Accounting Procedures

Written policies and procedures to include:

- An organization chart showing titles and lines of authority for all individuals within the school involved in approving and recording financial transactions,
- Documentation of Region IV liaison personnel responsible for EFWMS accounting records, as well as documentation of the agreement between Region IV and EFWMS,
- Procedures specifying approval authority for financial transactions and guidelines for controlling expenditures including detailed procedures for:
 - Authorization and payment of bills,
 - Receipt and deposit of funds,
- A description of the responsibilities of the Board, Treasurer, CEO, and key employees,

Adequate separation of duties (no financial transaction handled by one person from beginning to end)

- Check preparation
- Deposit preparation
- Bank reconciliation
 - Monthly bank reconciliation performed by personnel having no contact with cash handling or check issuance
 - Bank statements and paid checks obtained from the bank by persons not responsible for cash handling or check issuance
- Check signing

(In the case where small staff size limits separation of duties, may involve the Board in review of transactions.)

- Ensure that review/approval is documented by initials/signature and date)

Reporting System

- Monthly reports submitted to the Board of Directors and TEA on time.
- The reporting system will permit accurate and efficient preparation of financial and statistical reports.
- There will be a clear audit trail between the monthly reports and the support documents.

Cash Management

- Timely deposits
 - Itemized listing of deposits that match total deposit amount.
 - Checks restrictively endorsed immediately upon receipt.
- Monthly reconciliation between accounting records (check register) and bank statement
 - Accounting for check numbers used
 - Comparing all checks, including voids, with the check register to verify date, number, amount and payee
 - Inspecting signatures and endorsements
 - Investigating checks outstanding for long periods
 - Tracing and reviewing all bank transfers
 - Itemizing outstanding checks
- Accounting for cash disbursements:
 - Checks pre-numbered
 - Voided checks retained
 - Checks outstanding for long periods investigated and voided or re-issued, as necessary
 - Blank check stock adequately safeguarded to prevent unauthorized access and use
 - Undelivered checks adequately safeguarded from unauthorized use
 - Identify a dollar threshold where two signatures may be required, or when the payee is the signer
 - Support documentation such as invoice, expenditure authorization/approval should accompany checks at the time of signing
 - Signing checks in advance prohibited

Payroll Expenses

- Time and attendance reporting signed by both employee and supervisor,

- Time and attendance reports indicate if an employee's time is split between different Service ID roles,
- Calculations re-checked prior to payment,
- Employees paid by check or by a secured system of direct deposit,
- Person signing checks should be different from person processing payroll,
- Pay increases properly authorized,
- Cumulative records maintained for vacation, sick leave, and comp time as necessary.

Follow all payroll tax reporting requirements:

- Employee vs. independent contractor (W-2, 1099)
- Reports/Payroll Tax Deposits submitted timely
- 941 (Employer's Quarterly Federal Tax Return)
- 940 (Federal Unemployment)
- Texas Workforce Commission (State Unemployment)
- Budgeted payroll tax in proportion to budgeted salary,
- Follow all guidelines regarding TRS tracking and timely reporting and deposits.

Non-payroll Expenses

- Canceled checks as support documentation,
- Adequate support documentation – showing purpose of payment, authorization for the payment, explanation of allocation if split between categories,
- Invoices and supporting documentation marked with date paid, check number, allocation to accounts/programs,
- Monitor sales tax – not an allowable expense,
- Mileage records provide sufficient information – date, beginning/ending odometer readings, destination, purpose of travel, authorization/approval, rate of mileage reimbursement.

Finally, should there be any audit findings, guarantee timely resolution.

Financial Accounting Report Requirements, Including Grant Reporting

Requirements:

EFWMS has years of experience in the proper administration of grant funding. Data will be collected and maintained by the Assistant Director for Administration and reviewed monthly by the Director/CEO. Monthly reports will also be sent to the Board of Directors, including standard balanced financials and statistics from student attendance accounting. The two Regional Education Service Centers (Region IV for Financial information and Region XI for Student Accounting) will compile and process PEIMS data for review and edit at the campus level, and

subsequent reporting to TEA. Special care will be taken in preparing budgets for grant applications to guarantee that the proper codes from the Data Standards are used and all expenses are allowable. Also, there will be strict adherence to the designated use of restricted and temporarily restricted funds. There will be timely draw down of funds, report preparation and filing.

PEIMS Reporting Requirements and other TEA Reporting Requirements:

As stated previously, Region IV and Region XI will guarantee the technical aspects of EFWMS reporting of the financial and student aspects of PEIMS. EFWMS will maintain the source documentation and we will have to submit data to these Education Service Centers on a schedule adopted by them to insure timely completion of all reports. Region IV will assist us with reporting for the Teacher Retirement System (TRS). The Director/CEO and Assistant Director for Administration will monitor procedures and due dates for other reports, such as Child Count, Textbook Inventory, and Child Find. A master calendar that aligns to the school calendar will be posted and maintained in the administrative offices. All administrative personnel will be responsible for checking the calendar for regular and special due dates.

8. **EVIDENCE OF ELIGIBILITY OF SPONSORING ENTITY**

The EFWMS, Inc is a 501(c) 3 organization, chartered by the State of Texas.

Attachments: IRS determination letter (**Attachment-5**)

Articles of Incorporation (**Attachment-6**)

By-laws (**Attachment-7**)

Biographical Affidavits of
Board of Directors Members (**Attachment-1**)

Describe the Sponsoring Entity:

The sponsoring entity has been designated as the East Fort Worth Montessori School, Incorporated, herein referred to as the EFWMS. An independent Board of Directors governs the EFWMS. All members shall terms not to exceed three (3) years and are eligible for re-appointment. Any Board member accepting full-time paid employment with the charter school would be ineligible for active membership on the EFWMS Board during their term of employment. A majority of the governing Board must be professional from the fields of management and finance, science, education, social services, and community advocacy. The governing Board holds fiduciary responsibility for all the assets of the school including its finances, however custodial and reporting responsibility for all assets is vested in the Director/CEO.

History Of The Sponsoring Agency

The EFW Montessori School, Inc. was organized on January 1, 1998 and received its 501(c)(3) determination letter from the Internal Revenue Service in

APPLICATION

August of 1998. It subsumed the operational elements of the Intercultural Childcare and Family Center, which had been serving low-income and minority children as a private proprietary Child Care and Montessori preschool since 1995.

The EFW Montessori School was a full-service preschool serving a majority of low-income and minority children from infants (6 weeks) to age 6 years. It also operated a before and after school program for low-income and minority elementary aged children (up to age 11).

The EFW Montessori Program is accredited by the NAEYC and affiliated with the American Montessori Society. In order for EFWMS Inc to continue to serve the low-income families tuition free, it collaborated with another charter entity. EFWMS Inc, continues to operate a before and after school program independently, along with a grant-funded Parent Involvement Program.

Upon granting of this charter application by TEA, our association with the other charter entity will be terminated.

The school has excellent credit and substantial assets as is indicated on the credit report and the most recent IRS Form-990 tax filing. (See Credit Report **Attachment - 8**, and IRS filing – **Attachment – 9**.)

The school has not received any liens nor has it been involved in any litigation. No State sanctions have been imposed against the school.

12. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): none _____

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

14. Explain any compensation that you expect to receive from your association with the sponsoring entity, the charter school, or a management company of the school:

POSITION

COMPENSATION

none _____

15. Will you or any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity or the proposed charter school? no If yes, give details: n/a _____

16. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity or the proposed charter school? no If yes, give details: n/a _____

17. Have you ever been adjudged bankrupt? no _____

18. 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 a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? no _____

If yes, give details: n/a _____

APPLICATION

19. 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 _____

20. 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: n/a _____

Dated and signed this 24 _____ day of May _____, 2002 _____, 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.

[Signature]
(Signature of Affiant)

State of Texas _____

County of Tarrant _____

Personally appeared before me the above named David Andrew Reese 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 24 _____ day of May _____, 20 02 _____.



(SEAL)

[Signature]
(Notary Public)

My commission expires 3/19/03 _____

**TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(MUST BE TYPED and NOTARIZED)**

Check all that apply:

 Member of the governing board of the sponsoring entity Member of the managing board for the charter school

It should be understood that a board member's resignation may not be effective until a replacement is duly appointed by the board, and a board member may be personally liable for any actions taken by the board.

 School officer _____

State Position as defined in TEC 12.1012

Full Name of Sponsoring Entity East Fort Worth Montessori SchoolFull Name of Proposed Charter School East Fort Worth Montessori Academy

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

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

1. Full Name (Initials Not Acceptable) Mrs. Yolanda Cason-Mack
2. Have you ever had your name changed or used another name? Yes

If yes, give reason for the change: Marriageb. Maiden Name (if female) Yolanda Cason

c. Other names used at any time _____

3. Social Security Number [REDACTED]
4. Date and Place of Birth: [REDACTED] Jersey City, New Jersey
5. Business Address: 2717 Putnam Street, Ft Worth, TX 76112

Business Telephone: 817-446-6425

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>10/01-Present</u>	<u>7409 Vanessa Dr</u>	<u>Fort Worth, TX</u>	<u>76112</u>
<u>10-98-9/01</u>	<u>944 Weiler Blvd</u>	<u>Fort Worth, TX</u>	<u>76112</u>
<u>8/97-9/98</u>	<u>1248 e Davis</u>	<u>Fort Worth, TX</u>	<u>76112</u>
<u>8/92-8/97</u>	<u>569 Montgomery St.</u>	<u>Jersev City, NJ</u>	<u>07305</u>

7. Education: Dates, Names, Locations and Degrees

College 9/87-5/92 Jersey City State College BA.(English)Graduate Studies noneOthers none8. List Membership in Professional Societies and Associations: Americorps Member
Present or Proposed Position with the Proposed Charter School :
Board Member

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

DATES	EMPLOYER	ADDRESS	TITLE
9/01-present	EFWMS	2717 Putnun	Home instructor
9/98-3/01	TCMHMR	1300 Circle Dr.	Caseworker
11/94-3/96	Board of Ed.	Newark, NJ.	Substitute teacher
10/93-11/94	Rush Index	Jersey City, NJ.	Customer Service Rep.
10/91-6/93	Fox Video	Jersey City, NJ.	Manager

10. Present employer may be contacted: Yes No (Circle One)Former employers may be contacted: Yes No (Circle One)

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

DATES	EMPLOYER	ADDRESS	TITLE
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List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE
-------	----------	---------	-------

11. a) Have you ever been in a position which required a fidelity bond? Yes 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: _____

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

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

14. Explain any compensation that you expect to receive from your association with the sponsoring entity, the charter school, or a management company of the school:

POSITION	COMPENSATION
<u>Board Member</u>	<u>None</u>
_____	_____
_____	_____

15. Will you or any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity or the proposed charter school? No If yes, give details: _____

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

17. Have you ever been adjudged bankrupt Yes, Reason: Loss of employment . Unabale to pay personal bills. No business relationship involved

APPLICATION

you been the subject of any disciplinary proceedings of any federal or state regulatory agency? no

If yes, give details: _____

19. 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? _____

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

Dated and signed this 20th day of may, 2002, at Soar, m.
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.

Mrs Yolanda Mack
(Signature of Affiant)

State of Texas

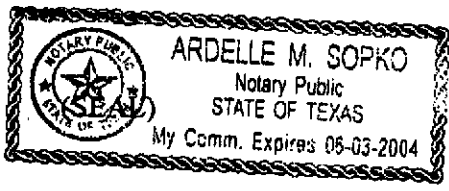
County of Tarrant

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

Subscribed and sworn to before me this 20th day of may, 2002.

Ardele M. Sopko
(Notary Public)

My commission expires 6/3/04



**TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(MUST BE TYPED and NOTARIZED)**

Check all that apply:

Member of the governing board of the sponsoring entity

Member of the managing board for the charter school

It should be understood that a board member's resignation may not be effective until a replacement is duly appointed by the board, and a board member may be personally liable for any actions taken by the board.

School officer

_____ State Position as defined in TEC 12.1012

Full Name of Sponsoring Entity East Fort Worth Montessori School, Inc.

Full Name of Proposed Charter School East Fort Worth Montessori Academy

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

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

1. Full Name (Initials Not Acceptable) Merrie Beth Montgomery King

2. Have you ever had your name changed or used another name? _Yes_____

If yes, give reason for the change: First Marriage _____

b. Maiden Name (if female) Merrie Beth Montgomery _____

c. Other names used at any time Merrie Beth Montgomery de Suarez _____

3. Social Security Number: _____

4. Date and Place of Birth: _____ Bradford, PA, USA _____

5. Business Address: Merrie B. King, Assistant Professor, Belmont University, Dept. of Education,
1900 Belmont Boulevard, Nashville, TN, 37212 _____

Business Telephone: 615-460-6233 _____

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

<u>DATES</u>	<u>ADDRESS</u>	<u>CITY AND STATE</u>	<u>ZIP CODE</u>
8/99-Present	882 Holly Tree Gap	Brentwood, TN	37027

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APPLICATION

10/97-8/99 1116 Lipscomb Drive Brentwood, TN 37027
 7/86-10/97 483 Hogan Road Nashville, TN 37220

7. Education: Dates, Names, Locations and Degrees

College 1968-1972 Indiana University of Pennsylvania, Indiana, PA; B.S. English Education

Graduate Studies 1976-1978 Georgetown University, Washington, D.C. M.A.T. in Teaching English as a Second Language and Bilingual Education

1998 - Present Vanderbilt University, Nashville, TN Doctoral Candidate, Department of Teaching and Learning, Curriculum and Instructional Leadership

Others AMI Diploma - Ages 2 1/2-7 1973
 AMS Diploma - Ages 6-9 1985
 AMI Diploma - Ages 0-3 1991

8. List Membership in Professional Societies and Associations:

NAMTA (North American Montessori Teachers' Association), AMI (Association Montessori Internationale), AMS (American Montessori Society), ASCD (Association for Supervision and Curriculum Development), Kappa Delta Pi

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

DATES	EMPLOYER	ADDRESS	TITLE
8/01-Present	Belmont University	1900 Belmont Blvd., Nashville, TN 37212	Assistant Professor
1985-2001	Self-Employed	1261 Columbia Ave. Franklin, TN 37964	Founder, Owner, Director of Ithaka Montessori, a Preschool
1983-1985	Montessori Centre	4608 Granny White Pike Nashville, TN 37220	Teacher
1980-1983	Self-Employed	Normal Avenue Slippery Rock, PA 16057	Founder, Owner, Director of Montessori Children's House, a Preschool

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

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

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

DATES	EMPLOYER	ADDRESS	TITLE
N/A			

List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE
N/A _____			

11. 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: _____

12. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination):
Pennsylvania State Teachers License / English 7-12 Issued 1972 - never terminated _____

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

14. Explain any compensation that you expect to receive from your association with the sponsoring entity, the charter school, or a management company of the school:

POSITION	COMPENSATION
NONE _____	

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

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

17. Have you ever been adjudged bankrupt? NO _____

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18. 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 a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? NO

If yes, give details: _____

19. 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

20. 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 15th day of May, 20 02, at Brentwood, TN

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.

Merrie B. King
(Signature of Affiant)

State of TENNESSEE

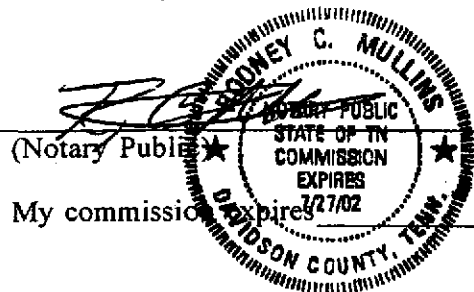
County of DAVIDSON

Personally appeared before me the above named Merrie B King 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 15th day of May, 20 02.

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(SEAL) 116



My commission expires

00118 DEB 701 02 014

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing board of the sponsoring entity
 Member of the managing board for the charter school

It should be understood that a board member's resignation may not be effective until a replacement is duly appointed by the board, and a board member may be personally liable for any actions taken by the board.

School officer _____

State Position as defined in TEC 12.1012

Full Name of Sponsoring Entity East Fort Worth Montessori School Incorporated

Full Name of Proposed Charter School East Fort Worth Montessori School Academy

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

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

1. Full Name (Initials Not Acceptable) Nina Anionette LaFond.
2. Have you ever had your name changed or used another name? Yes
 If yes, give reason for the change: Name changed due to marriage.
 b. Maiden Name (if female) Nina Anjonette Alexander
 c. Other names used at any time None
3. Social Security Number: [REDACTED]
4. Date and Place of Birth: [REDACTED] Houston, Texas, Harris County
5. Business Address: P. O. Box 24126 Fort Worth, Texas 76124 or physical 4445 Normandy Road Fort Worth, Texas 76103.

Business Telephone: (817) 534-9595

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>
Feb 1994 – current	4445 Normandy Road	Fort Worth, Texas	76103
Feb 1990 – Feb 1994	1212 Nicole Street 2105	Fort Worth, Texas	76120

7. Education: Dates, Names, Locations and Degrees

College: Sept. 1981 until May 1985 University of North Texas Denton, Texas and Sept 1985 until May 1986 Texas Women's University Denton, Texas - Bachelor of Science Degree

Graduate Studies: None

Others: None

8. List Membership in Professional Societies and Associations: Member of Delta Sigma Theta; Member of TALI (Texas Association of Licensed Investigators, Inc.)
Present or Proposed Position with the Proposed Charter School : Board President
9. List complete employment record (up to and including present jobs, positions, directorates or officerships) for the past twenty (20) years:

DATES	EMPLOYER	ADDRESS	TITLE
7-2000 - current	A & X Investigations	P.O. Box 24126 Fort Worth, Texas 76124	Private Investigator
4-1996 - 7-2000	Allstate Insurance Co.	3601 NE Loop 820 Fort Worth, Texas 76137	Insurance Adjuster
3-1996 - 9-1989	FDIC	12576 Monfort Drive, Addison Texas	Bank Liquidator/Investigator
5-1989 - 5-1987	Texas American Bank	Thockmorton, Fort Worth, Texas	Collateral Clerk

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

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

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

DATES	EMPLOYER	ADDRESS	TITLE
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None

List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE
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None

11. a) Have you ever been in a position which required a fidelity bond? Yes 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? None
If yes, give details: None

12. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): 17-04 Insurance Adjuster Fire, Allied Lines, Inland Marine Issued 04-96; Texas Department of Insurance; renews every two years will expires 03-14-2003. A09877 Private Investigator Issued 05 -2000; Texas Commission on Private Security; renews every two years will expire 05-2004.

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

14. Explain any compensation that you expect to receive from your association with the sponsoring entity, the charter school, or a management company of the school:

POSITION

COMPENSATION

None

15. Will you or any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity or the proposed charter school? No If yes, give details: _____

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

17. Have you ever been adjudged bankrupt? No

18. 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 a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details: _____

19. 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

20. 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 23rd day of May, 2002, at 7:10pm.

APPLICATION

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.

Mina La Ford
(Signature of Affiant)

State of Texas

County of Tarrant

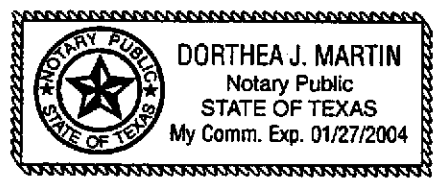
Personally appeared before me the above named Mina La Ford personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 23rd day of May, 20 02.

Dorthea J. Martin
(Notary Public)

My commission expires 1-27-04

(SEAL)



**TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(MUST BE TYPED and NOTARIZED)**

Check all that apply:

Member of the governing board of the sponsoring entity

Member of the managing board for the charter school

It should be understood that a board member's resignation may not be effective until a replacement is duly appointed by the board, and a board member may be personally liable for any actions taken by the board.

School officer _____

State Position as defined in TEC 12.1012

Full Name of Sponsoring Entity East Fort Worth Montessori School Inc.

Full Name of Proposed Charter School East Fort Worth Montessori Academy

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

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

1. Full Name (Initials Not Acceptable): Fenda Aminata Akiwumi
2. Have you ever had your name changed or used another name? yes

If yes, give reason for the change: married

b. Maiden Name (if female): Blyden

c. Other names used at any time: _____

3. Social Security Number: [REDACTED]
4. Date and Place of Birth: London, United Kingdom
5. Business Address: Hill College, P.O. Box 619, Hillsboro, Tx 76645

Business Telephone: 254 582 2555 Ext. 251

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>May 1996 -</u>	<u>2801 Galemeadow Dr.</u>	<u>Fort Worth, Texas</u>	<u>76123</u>
<u>Sept 1995-May 1996</u>	<u>3800A Cibolo Dr.</u>	<u>Fort Worth, Texas</u>	<u>76133</u>
<u>July 1994-Aug 1995</u>	<u>3405 Forest Creek Dr.</u>	<u>Fort Worth, Texas</u>	<u>76123</u>
<u>Aug 1992-Aug 1994</u>	<u>8257 Gatlinburg Dr.</u>	<u>Fort Worth, Texas</u>	<u>76123</u>

7. Education: Dates, Names, Locations and Degrees

College: Oct 1974- June 1977, Victoria University of Manchester, U.K., BSc.(Hons) Geology

Graduate Studies: Sept 1987-Sept 1988, University of London, MSc. Hydrogeology

Jan 1998-present, University of Texas at Arlington, USA, PhD in progress

Others: Aug-Sept 1995, University of Technology, Graz, Austria

Oct 1988, International Training Services (ITS), UK, management training course.

List Membership in Professional Societies and Associations: Texas Community College Teachers Association (TCCTA); American Association of Geographers (AAG); International Water History Association (IWHA).

8. Present or Proposed Position with the Proposed Charter School : Board Member.

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

DATES	EMPLOYER	ADDRESS	TITLE
<u>Jan 1992 -</u>	<u>Hill College</u>	<u>Hillsboro, Texas</u>	<u>Instructor</u>
<u>Sept 1978-Jan 1991</u>	<u>Ministry of Agriculture</u>	<u>Freetown, Sierra Leone</u>	<u>Hydrogeologist</u>

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

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

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

DATES	EMPLOYER	ADDRESS	TITLE

List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE

11. 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: _____

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

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

14. Explain any compensation that you expect to receive from your association with the sponsoring entity, the charter school, or a management company of the school:

POSITION

COMPENSATION

15. Will you or any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity or the proposed charter school? No If yes, give details: _____

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

17. Have you ever been adjudged bankrupt? No

18. 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 a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details: _____

APPLICATION

19. 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 _____

20. 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 23 day of MAY, 2002, at 12:00 pm
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.

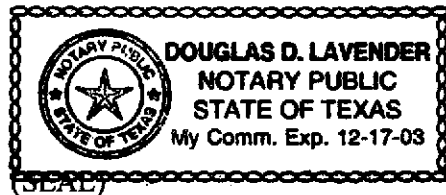
Fenda A. Akiwumi
(Signature of Affiant)

State of Tx

County of Tarrant

Personally appeared before me the above named Fenda Akiwumi 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 May, 2002.



[Signature]
(Notary Public)

My commission expires 12/17/03

**TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(MUST BE TYPED and NOTARIZED)**

Check all that apply:

- Member of the governing board of the sponsoring entity
 Member of the managing board for the charter school

It should be understood that a board member's resignation may not be effective until a replacement is duly appointed by the board, and a board member may be personally liable for any actions taken by the board.

- School officer Chief Executive Offices

State Position as defined in TEC 12.1012

Full Name of Sponsoring Entity East Fort Worth Montessori School, Inc.

Full Name of Proposed Charter School East Fort Worth Montessori Academy

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

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

1. Full Name (Initials Not Acceptable) Joyce Gladys Brown
 2. Have you ever had your name changed or used another name? Pratt; Forster

If yes, give reason for the change: Married

b. Maiden Name (if female) Pratt

c. Other names used at any time Forster

3. Social Security Number: [REDACTED]
 4. Date and Place of Birth: Freetown Sierra Leone
 5. Business Address: 2717 Putnam Street, Fort Worth, TX 76112

Business Telephone: 817-496-3003

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>Present-1993</u>	<u>601 Havenwood Lane</u>	<u>Fort Worth, TX</u>	<u>76112</u>
<u>1991-1993</u>	<u>227 East NE</u>	<u>Washington D.C.</u>	<u>20002</u>

7. Education: Dates, Names, Locations and Degree
 College Sojourner-Douglass College 1991-1993

Graduate Studies Nova Southeastern University 1993-1995

Others Dallas Montessori Center Dallas TX 1995-1996 AMI certificate 3-6yrs
London Montessori Center London U.K., -1998-1999 LMI certificate 0-3yrs
Center International, De Glion, Glion, Switzerland 1978-1979 Diploma Marketing

8. List American Membership in Professional Societies and Associations: American Montessori Society, National Association For the Education of Young Children, National Black Educator

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

DATES	EMPLOYER	ADDRESS	TITLE
<u>1997- Present</u>	<u>EFWMS (HonorsAcademy)</u>	<u>2717 Putnam St, F/Worth 76112</u>	<u>Director</u>
<u>1993-1997</u>	<u>DCA Head Start</u>	<u>2808 Race St, F/Worth 76104</u>	<u>Supervisor</u>
<u>Aug -Dec 1993</u>	<u>Gibbs HeadStart</u>	<u>Washington DC</u>	<u>Teacher</u>
<u>1991-1992</u>	<u>Omega Travel</u>	<u>Arlington, VA</u>	<u>Travel Agent</u>
<u>1981-1991</u>	<u>Bluesky Holidays</u>	<u>Sussex U.K.</u>	<u>Tour Operator</u>

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

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

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

DATES	EMPLOYER	ADDRESS	TITLE
<u>2000-2002</u>	<u>Honors Academy</u>	<u>4300 Macathur #160, Dallas, TX 75209</u>	<u>Director</u>

List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE

11. a) Have you ever been in a position which required a fidelity bond? Yes 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

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

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

14. Explain any compensation that you expect to receive from your association with the sponsoring entity, the charter school, or a management company of the school:

POSITION	COMPENSATION
<u>CEO</u>	<u>Salary</u>

15. Will you or any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity or the proposed charter school? No If yes, give details: _____

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

17. Have you ever been adjudged bankrupt? No

18. 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 a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details: _____

If yes, give details: _____

19. 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

20. 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 24 day of MAY, 20 02 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.

J. Brown

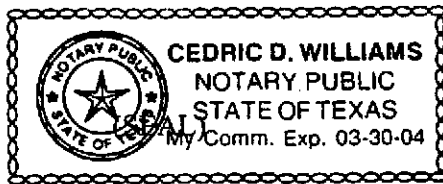
(Signature of Affiant)

State of TEXAS

County of TARRANT

Personally appeared before me the above named JOYCE BROWN
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 24 day of MAY, 20 02.



[Signature]

(Notary Public)

My commission expires 3/30/04

ATTACHMENT 2 Manual of Human Resource Policies

The following attachments include a complete human resource manual including policies and procedures of hiring, dismissal, leave, benefits, and sample contracts.

School calendar

EFW Montessori operates on a single track throughout the year. Your Campus Director will provide you with a school calendar prior to the first day of school. This calendar is important in that it clearly indicates staff training days, holidays, key instructional/testing dates and other important information.

Employment**Equal employment opportunity*****Policy DAA***

EFW Montessori does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, military status, or on any other basis prohibited by law. Employment decisions will be made on the basis of each applicant's job qualifications, experience, and abilities.

Employees with questions or concerns relating to discrimination on any of the bases listed above should contact the CEO or the Assistant Director.

Job vacancy announcements***Policy DC***

All announcements of job vacancies by position and location are distributed on a regular basis and posted at EFW Montessori campuses.

Employment after retirement***Policy DEG and DPB***

Individuals receiving retirement benefits from the Teacher Retirement System (TRS) may be employed in part-time positions without affecting their benefits. The amount of time a retiree may be employed without losing benefits is governed by TRS rules and state law. Service retirees who retire before May 31 may begin working in a Texas public school one full calendar month after the retirement date under strict conditions. Retirees may work in the following capacities:

- As a substitute at no more than the daily substitute pay rate (Individuals receiving disability retirement benefits may not work for more than 90 days in a school year.)
- On a half-time or less basis during any month, provided they are not also employed as a substitute in that month. Half-time employment cannot exceed the lesser of 50 percent of the position's full-time load or 92 hours in a month. For retired bus drivers, half-day employment is limited to the lesser of one-half the number of workdays or 12 days per calendar month. Work by a retired individual for any part of a day counts as a full day.
- On a full-time basis during a six-month period during a school year, provided that this is their only employment in a Texas public school. Individuals who retire in August may begin employment in October of the school year following their retirement.

Under this last provision, retirees must submit annual written notice to TRS by the last day of the first month of full employment to avoid a disruption of benefits. Working any part of a month counts as a full month.

Other restrictions apply when a person has retired because of a disability. Individuals retiring because of a disability should contact TRS for details about employment restrictions.

Certain retirees may return to teaching on a full-time basis in acute shortage areas without a reduction in their annuities. To be eligible for full TRS benefits without a reduction while being employed as a classroom teacher in a designated acute shortage area, a retiree must meet the following criteria:

- Be a classroom teacher.
- Have not been subject to a reduction in benefit for retirement at an early age.
- Have a 12-month continuous break in public school service since retirement.
- Be certified to teach in the TEA-approved acute shortage areas for the applicable school year.

Employees can contact Human Resources for additional information or contact TRS by calling 800-223-8778 or 512-397-6400. TRS information is also available on the Web (www.trs.state.tx.us).

At-Will employment

Policies DC, DCA, DCB, DCC, DCD, DCE

Employees in all positions are employed at will. All employees will receive a copy of their At-Will Agreements or hire letters and employment policies.

"Employment at will" may be terminated, with or without cause and with or without notice, at any time by the employee or the Foundation. Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at-will. No supervisor or employee of the School has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Only the President and Chief Operating Officer and/or Board of Directors of the EFW Montessori has the authority to make any such agreement and then only in writing.

Searches and alcohol and drug testing

Policy DHE

Noninvestigatory searches in the workplace, including accessing an employee's desk, file cabinets, or work area to obtain information needed for usual business purposes may occur when an employee is unavailable. Therefore, employees are hereby notified that they have no legitimate expectation of privacy in those places. In addition, EFW Montessori reserves the right to conduct searches when there is reasonable cause to believe a search will uncover evidence of

work-related misconduct. Such an investigatory search may include drug and alcohol testing if the suspected violation relates to drug or alcohol use. EFW Montessori may search the employee, the employee's personal items, work areas, lockers, and private vehicles parked on EFW Montessori premises or worksites or used in EFW Montessori business.

Employees required to drive company vehicles. Any employee who is required to drive an EFW Montessori vehicle (such as van/bus drivers) is required to have a valid state driver's license and is also subject to drug and alcohol testing. This includes all drivers who operate a motor vehicle designed to transport 10 or fewer people, counting the driver. Teachers, coaches, or other employees who primarily perform duties other than driving are subject to testing requirements when their duties include driving.

Drug testing will be conducted before an individual assumes driving responsibilities. Alcohol and drug tests will be conducted when reasonable suspicion exists, at random, when an employee returns to duty after engaging in prohibited conduct, and as a follow-up measure. Testing may be conducted following accidents. Return-to-duty and follow-up testing will be conducted when an employee who has violated the prohibited alcohol conduct standards or tested positive for alcohol or drugs returns to duty.

All employees are required to have a valid state driver's license who are subject to alcohol and drug testing will receive a copy of the district's policy, the testing requirements, and detailed information on alcohol and drug abuse and the availability of assistance programs. Employees with questions or concerns relating to alcohol and drug policies and related educational material should contact Human Resources.

First aid and CPR certification

Policy DBA

All teachers and assistant teachers of EFW Montessori must maintain and submit to Human Resources proof of current certification in first aid and cardiopulmonary resuscitation (CPR).

The American Red Cross, the American Heart Association, or another organization that provides equivalent training and certification must issue certification.

Food Handlers Certificate

All staff and personnel handling or serving food must have a Food Handlers Certificate from the Health Department.

Tuberculosis Test

All staff working in are required to take a TB test.

Reassignments and transfers

Policy DK

All personnel are subject to assignment and reassignment by the CEO. Campus reassignments must be approved by the Campus Director at the receiving campus. 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 district process for employee complaints as outlined in this handbook and district policy DGBA (Local).

Employees with the required qualifications for a position may request a transfer to another campus or department. A written request for transfer must be completed and signed by the employee and the employee's supervisor. Teachers requesting a transfer to another campus before the school year begins must submit their request by May. Requests for transfer during the school year will be considered only when the change will not adversely affect students and after a replacement has been found. All transfer requests will be coordinated by the Campus Directors and must be approved by the receiving Campus Director.

Workload and work schedules

Policy DL

Professional employees. Professional and administrative employees are exempt from overtime pay and are employed on a 12-month basis, according to the work schedules set by EFW Montessori. 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 will be notified of the required duty days, holidays, and hours of work for their position on an annual basis. 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 their supervisor or Campus Director.

Notification of parents regarding certification status

Policy DBA, DK

Texas law requires that parents be notified if their child is assigned for more than 30 consecutive days to a teacher who does not hold an appropriate teaching certificate. Inappropriately certified or uncertified teachers include individuals serving with an emergency permit (including individuals waiting to take the EXCET exam or individuals working on their Montessori Certification) No later than the 30th instructional day after the date of assignment, the CEO or designee will send a written notice to parents. Information relating to teacher certification will be made available to the public upon request.

Outside employment and tutoring*Policy DBF*

Employees who wish to accept outside employment or engage in other activities for profit must submit a written request to their supervisor. Approval for outside employment will be determined by the Superintendent and based on whether outside employment interferes with the duties of the regular assignment. Teachers are not allowed to privately tutor their students for pay, except during the summer months.

Performance evaluation*Policy DN; DNA, DNB*

Evaluation of an employee's job performance should be a continual process that focuses on improvement. Performance evaluation is based on an employee's assigned job duties and other job-related criteria. All employees will participate in the evaluation process with their assigned supervisor at least annually. Written evaluations will be completed on forms approved by the human resource department. Reports, correspondence, and memoranda also can be used to document performance information. All employees will receive a copy of their written evaluation, have a performance conference with their supervisor, and get the opportunity to respond to the evaluation.

Employee involvement*Policy BQA, BQB*

EFW Montessori offers opportunities for involvement in matters that affect employees. As part of the school's planning and decision-making process, employees may either be asked or elected to serve on campus level advisory committees. Plans and detailed information about the shared decision-making process are available in each campus office.

Staff development

Staff development activities are organized to meet the needs of employees and EFW Montessori. Staff development for instructional personnel are predominantly campus-based, related to achieving campus performance objectives, and addressed in the campus improvement plan, which is approved by a campus-level advisory committee. Staff development for non-instructional personnel is designed to meet specific licensing requirements (e.g., van drivers) and continued employee skill development.

Compensation and benefits

APPLICATION

Salaries, wages, and stipends

Policy DEA

Employees are paid in accordance with administrative guidelines and a pay structure established for each position. The organization's pay plans are reviewed by the Board of Directors each year and adjusted as needed. Professional and administrative employees are generally classified as exempt and are paid monthly salaries. They are not entitled to overtime compensation. Other employees are generally classified as nonexempt and are paid based on hourly/salaried wages and may be provided compensatory time for each overtime hour worked.

See *Overtime*, page 11.

Salaries and wages are reviewed on an annual basis and adjusted according to the budgeted amounts approved by the board. All employees will receive written notice of their pay and work schedules before the start of each school year. Employees who perform extracurricular or supplemental duties may be paid a stipend in addition to their salary according to the school's extra-duty pay schedule.

Employees should contact Human Resources for more information about the pay schedules or their own pay.

Paychecks

All employees are paid monthly during the school year. Paychecks will not be released to any person other than the employee named on the check without the employee's written authorization.

An employee's payroll statement contains detailed information including deductions and withholding information.

Automatic payroll deposit

EFW Montessori offers employees automatic payroll deposit. Employees can have their paychecks electronically deposited into an account at their individual banking institution. A notification period of 60 days is necessary to activate this service. With automatic deposit, an employee's pay is immediately available on the pay date. Contact Human Resources for more information about the automatic payroll deposit service.

Payroll deductions

Policy CFEA

APPLICATION

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 to include are deductions for the employee's share of premiums for health, dental, life, and vision insurance; SEP; additional tax withholdings, and savings deposits. Salary deductions are automatically made for unauthorized or unpaid leave and excess absences.

Overtime compensation

Policy DEA

EFW Montessori compensates overtime for nonexempt employees in accordance with federal wage and hour laws. All employees are classified as exempt or nonexempt for purposes of overtime compensation. Professional and administrative employees are ineligible for overtime compensation. Only nonexempt employees (hourly employees and paraprofessional employees) are entitled to 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 who must work beyond their normal schedule but less than 40 hours per week will be compensated in straight-time pay or equivalent time off in the same workweek. Employees must work more than 40 total hours in a week to earn overtime compensation. For the purpose of calculating overtime, a workweek begins at 12:01 a.m. Sunday and ends at midnight Saturday.

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

- Employees can accumulate up to 60 hours of compensatory time. Comp time must be used in the duty year that it is earned.
- Use of comp time may be at the employee's request **with supervisor approval** as workload permits.
- An employee may be required to use comp time before using any other available paid leave (e.g., sick, personal, vacation).
- Weekly time sheets will be maintained on all nonexempt employees for the purpose of wage and salary administration.

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137

Travel expense reimbursement
Policy DEE

Before an employee incurs any travel expenses, the employee's supervisor and the CEO must give approval. For approved travel, employees will be reimbursed for mileage and other travel expenditures according to the current rate schedule established by the district and the Internal Revenue Service. Employees must submit receipts to be reimbursed for expenses other than mileage.

Health, dental, and life insurance

Group health insurance coverage is available to all employees. EFW Montessori pays for the employee's insurance premium. Detailed descriptions of insurance coverage, prices, and eligibility requirements are provided to all employees in a separate booklet.

The insurance plan year is from July 1 through June 30. New employees must complete enrollment forms within the first 30 days of employment. Current employees can make changes in their insurance coverage with a qualified family status change such as marriage, divorce, birth of adoption of a child, and change in spouse's employment or benefits. Employees should contact Benefits Administration for more information.

00140

Short-term disability/long -term disability

APPLICATION

In the event that you have a illness or injury that prevents you from working, there is a program called Short Term Disability that will pay 60% of your weekly salary up to 12 weeks after 5 consecutive days of illness or injury (benefits do not start until after the 7 day). After 12 weeks if you are not able to return to work for the same illness or injury, you may be eligible for Long Term Disability. You would receive 60% of your weekly salary for as long as you are disabled or to age 65 which ever comes first. Both short and long term disability are offset by benefits received by worker's comp, social security etc...

403(b)

The 403(b) is a pre-tax salary deferred plan. It allows you to set aside a minimum of \$25 each pay period to a maximum of \$10,500 per year. You decide where to invest your money among various mutual funds. There is no company match on this plan. The advantage of a program of this nature is that it is pre-tax, thereby reducing your taxable income.

Workers' compensation insurance

Policy CRE

EFW Montessori, in accordance with state law, provides workers' compensation benefits 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 Campus Director or designee and the Human Resources benefits administrator. 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

Policy CRF

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 At-Will Agreements or reasonable assurance of returning to service. Employees with questions about unemployment benefits should contact Human Resources.

00141

Teacher retirement
Policy DEG

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 not receiving TRS service retirement benefits 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 Benefits Administrator as soon as possible. Information on the application procedures for TRS benefits should be addressed to: Teacher Retirement System of Texas, 1000 Red River Street, Austin, TX 78701-2698, or call 800-223-8778 or 512-397-6400. TRS information is also available on the Web (www.trs.state.tx.us). See page eight for information on restrictions of employment of retirees in Texas public schools.

Leaves and absences

Policy DEC

EFW Montessori offers employees paid and unpaid leaves of absence in times of personal need. This handbook describes the basic types of leave available and restrictions on leaves of absence. Employees who have personal needs that will require long leaves of absence should call Human Resources for counseling about leave options, continuation of benefits, and communicating with the district.

Employees who take an unpaid leave of absence may continue their insurance benefits at their own expense. Health care benefits for employees on leave authorized under the Family and Medical Leave Act will be paid by EFW Montessori as they were when they were working. Otherwise, EFW Montessori does not make benefit contributions for employees who are not on active payroll status.

Employees must follow district and campus procedures to report or request any leave of absence and complete the appropriate leave request form. Any employee who is absent more than 3 days because of a personal or family illness must submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and in the case of personal illness, the employee's fitness to return to work.

Personal and sick leave is granted from the first date of employment. If an employee leaves EFW Montessori before the end of the work year, the cost of any unearned leave days taken shall be deducted from the employee's final paycheck.

Personal leave

EFW Montessori grants all employees to a total of three (3) days of paid leave per year. Personal leave is granted from the first day of employment. A day of earned personal leave is equivalent to an assigned workday. Unused personal leave cannot be carried over to the following school year. There are two types of personal leave: non-discretionary and discretionary.

Non-discretionary. Leave that is taken for personal or family illness, emergency, or a death in the family is considered non-discretionary leave. This type of leave allows very little or no advance planning and will be granted to employees in the same manner as sick leave.

Discretionary. Leave that is taken at an employee's discretion and that can be scheduled in advance is considered discretionary leave. An employee wishing to take discretionary personal leave must submit a notice of the request 30 days in advance of the anticipated absence to his or her principal or supervisor. Discretionary personal leave will be granted on a first-come, first-served basis. The effect of the employee's absence on the educational program or department operations, as well as the availability of substitutes, will be considered by the Campus Director and Human Resources.

Sick leave

EFW Montessori grants all employees to a total of five (5) days of paid leave per year. Sick leave can be used only in half- and full-day increments except when coordinated with family and medical leave taken on an intermittent or reduced-schedule basis or when coordinated with workers' compensation benefits.

If an employee uses more sick leave than he or she has earned, the cost of unearned sick leave will be deducted from the employee's next paycheck.

Sick leave may be used for the following reasons only:

- Employee illness
- Illness in the employee's immediate family
- Family emergency (i.e., natural disasters or life-threatening situations) .Death in the immediate family

Temporary disability

Any full-time employee is eligible for temporary disability leave. The purpose of temporary disability leave is to provide job protection to full-time employees who cannot work for an extended period of time because of a mental or physical disability of a temporary nature. A full-time employee may request to be placed on temporary disability leave or be placed on leave. Pregnancy and conditions related to pregnancy are treated the same as any other temporary disability.

Employees must request approval for temporary disability leave. The leave request must be accompanied by a physician's statement confirming the employee's inability to work and estimating a probable date of return. If disability leave is approved, the length of leave is no longer than 12 weeks after seven consecutive days of illness or injury. If disability leave is not approved, the employee must return to work or be subject to termination procedures.

When an employee is ready to return to work, Human Resources should be notified at least 30 days in advance. The return-to-work notice must be accompanied by a physician's statement confirming that the employee is able to do the job. Professional employees returning from leave will be reinstated to the school to which they were previously assigned as soon as an appropriate position is available. If a position is not available before the end of the school year, professional employees will be reinstated at the beginning of the following school year.

Family and medical leave

Employees who have been employed by EFW Montessori for at least 12 months, and have worked at least 1,250 hours in the 12 months immediately preceding the need for leave are eligible for family and medical leave. Eligible employees can take up to 12 weeks of unpaid leave each year between August 1 and July 31 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 EFW Montessori 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.

Eligible 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, temporary disability leave, and absences due to a work-related illness or injury. The benefits administrator will designate the leave as family and medical leave, if applicable, and notify the employee that accumulated leave will run concurrently.

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:

- An employee is needed to care for a seriously ill spouse, child, or parent
- An employee requires medical treatment for a serious illness
- An employee is seriously ill and unable to work
- 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 Human Resources 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 an 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 return to work

Employees requiring family and medical leave should contact the Benefits Administrator.

Workers' compensation benefits

APPLICATION

An employee absent from duty because of a job-related illness or injury may be eligible for workers' compensation weekly income benefits if the absence exceeds seven calendar days.

An employee receiving workers' compensation wage benefits for a job-related illness or injury may choose to use accumulated sick leave or any other paid leave benefits. An employee choosing to use paid leave will not receive workers' compensation weekly income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-illness or -injury wage. If the use of paid leave is not elected, then the employee will only receive workers' compensation wage benefits for any absence resulting from a work-related illness or injury, which may not equal his or her pre-illness or -injury wage.

Assault leave

Assault leave provides extended job income and benefits protection to an employee who is injured as the result of a physical assault suffered during the performance of his or her job. An employee who is physically assaulted at work may take all the leave time medically necessary (up to two years) to recover from the physical injuries he or she sustained. Days of leave granted under the assault leave provision will not be deducted from accrued personal leave and must be coordinated with workers' compensation benefits.

Bereavement leave

You are entitled to take up to two (2) workdays with pay to attend the funeral and take care of personal matters related to the death of a member of your immediate family (a parent, spouse, spouse's parent, child, spouse's child by a former marriage, brother or sister.) One (1) day of paid funeral leave will be granted in the case of the death of a grandparent, your spouse's grandparent or sibling, or any member of your extended family living in your home. Only regular full-time employees are eligible for paid funeral leave.

An excused absence for funeral leave may not be retroactive, postponed or split.

Jury duty

Employees will receive leave with pay and without loss of accumulated leave for jury duty. Employees must present documentation of the service within 48 hours of receipt. You must report for work if you are released from jury duty before the end of the workday or if you are temporarily released from jury duty.

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 or leave without pay (if no personal leave is available). Employees may be required to submit documentation of their need for leave for court appearances.

Military leave

Paid 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 unpaid leave of absence without loss of any accumulated leave for authorized training or duty orders. Unpaid military leave will not exceed 15 days per year.

Reemployment after state military leave. Employees who leave EFW Montessori to enter into active duty with the Texas National Guard or Texas State Guard may return to employment if they are honorably discharged or released within five years. Employees who wish to return to the district will be reemployed 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 reemployment and evidence of honorable discharge or release must be submitted to Human Resources within 90 days of discharge or separation.

Reemployment after federal military leave. Employees who leave EFW Montessori to enter into the United States uniformed services may return to employment if they are honorably discharged. Employees who wish to return to the district will be reemployed 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 reemployment, 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 reemployment to Human Resources.

Employees who perform service in the uniformed services may elect to continue their health plan coverage at their own cost for a period not to exceed 18 months. Employees should contact the Benefits Administrator.

Employee recognition and appreciation

Policy DJ

Continuous efforts are made throughout the year to recognize employees who make an extra effort to contribute to the success of EFW Montessori. Employees are recognized at board meetings, in the EFW Montessori newsletter, and through special events and activities. Recognition and appreciation activities may also include stipends.

Complaints and grievances

Policy DGBA

In an effort to hear and resolve employee complaints in a timely manner and at the lowest administrative level possible, the board has adopted an orderly process that all employees must follow when bringing formal complaints and grievances. Employees are encouraged to discuss problems or complaints with their supervisors or an appropriate administrator at any time.

The formal grievance process provides all employees with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative grievance procedures are exhausted, employees can bring grievances to the board of Directors. For ease of reference, the district's policy concerning the process of bringing complaints and grievances is reprinted as follows:

Purpose:

Article 551.04c, Vernon's Texas Civil Statutes, provides that employees have a right to present grievances concerning their wages, hours of work or conditions of work individually or through a representative that does not claim the right to strike.

The purpose of this policy is to secure, at the first possible administrative level, equitable solutions of the problems that may arise affecting the working conditions of employees of EFW Montessori.

Grievance proceedings shall be kept informal and appropriately confidential.

Definitions:

A "grievance" is defined to include the following:

- A complaint by an employee or group of employees of EFW Montessori, based on alleged violation or inequitable application of the building and/or EFW Montessori policies or a complaint involving wages, hours or conditions of work.
- The "grievant" is the person or persons making the complaint.
- A "representative" is a person or persons selected by the grievant to be present and/or represent the grievant at all grievance levels.
- The term "days," except where otherwise indicated, means working days.
- Weekend or vacation days are excluded. School business days during the summer shall be counted.

- The "immediate supervisor" is the Campus Director or other line supervisor to whom the employee reports directly.
- The "grievance hearing officer" is a person who:
 - Shall be appointed and empowered by the CEO to conduct a grievance hearing or conference.
 - Makes decisions in accordance with existing policy of EFW Montessori.
 - Communicates these decisions in the name of the CEO to the parties concerned and their immediate superiors.

Purpose:

The Level I grievance must be presented within 20 days of the date of knowledge of the alleged violation.

If a response to a grievance is not obtained from the appropriate authority within the specified time limit set forth in this procedure, the grievant shall proceed to the next level. Each succeeding level shall receive all materials and information related to the case, as accumulated from preceding levels. No grievance shall be accepted for formal consideration in this procedure unless it has first been discussed with his/her immediate supervisor.

Any employee having a grievance has the right to discuss the matter informally with an appropriate member of administration.

If an administrator has no jurisdiction, the grievance shall be forwarded to the next jurisdictional level. The administrator shall so inform the grievant of this action.

A grievant may select a representative to be present and/ or represent the grievant at all grievance levels.

For details concerning grievance levels, contact the Assistant Director.

Employee conduct and welfare

Standards of conduct

Policy DH

All employees are expected to work together in a cooperative spirit to serve the best interests of EFW Montessori 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 coworkers and maintain confidentiality in all matters relating to students and coworkers.
- Report to work according to the assigned schedule.
- Notify their immediate supervisor in advance or as early as possible in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action.
- Know and comply with department and EFW Montessori procedures and policies.
- Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
- Use EFW Montessori time, funds, and property for authorized district business and activities only.

All employees, as public servants, must follow the *Code of Ethics and Standard Practices for Texas Educators*, which is reprinted below:

Code of Ethics and Standard Practices for Texas Educators

Professional Responsibility. The Texas educator should strive to create an atmosphere that will nurture to fulfillment the potential of each student. The educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community. In conscientiously conducting his or her affairs, the educator shall exemplify the highest standards of professional commitment.

Principle I: Professional Ethical Conduct. The Texas educator shall maintain the dignity of the profession by respecting and obeying the law, demonstrating personal integrity, and exemplifying honesty.

Standard 1. The educator shall not intentionally misrepresent official policies of the school district or educational institution and shall clearly distinguish those views from personal attitudes and opinions.

Standard 2. The educator shall honestly account for all funds committed to his or her charge and shall conduct financial business with integrity.

Standard 3. The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 4. The educator shall accept no gratuities, gifts, or favors that impair professional judgment.

Standard 5. The educator shall not offer any favor, service, or thing of value to obtain special advantage.

Standard 6. The educator shall not falsify records, or direct or coerce others to do so.

Principle II: Professional Practices and Performance. The Texas educator, after qualifying in a manner established by law or regulation, shall assume responsibilities for professional administrative or teaching practices and professional performance and shall demonstrate competence.

Standard 1. The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications and shall adhere to the terms of a contract or appointment.

Standard 2. The educator shall not deliberately or recklessly impair his or her mental or physical health or ignore social prudence, thereby affecting his or her ability to perform the duties of his or her professional assignment.

Standard 3. The educator shall organize instruction that seeks to accomplish objectives related to learning.

Standard 4. The educator shall continue professional growth.

Standard 5. The educator shall comply with written local school board policies, state regulations, and applicable state and other federal laws.

Principle III: Ethical Conduct toward Professional Colleagues. The Texas educator, in exemplifying ethical relations with colleagues, shall accord just and equitable treatment to all members of the profession.

Standard 1. The educator shall not reveal confidential information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

Standard 2. The educator shall not willfully make false statements about a colleague or the school system.

Standard 3. The educator shall adhere to written local school board policies and state and federal laws regarding dismissal, evaluation, and employment processes.

Standard 4. The educator shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.

Standard 5. The educator shall not discriminate against, coerce, or harass a colleague on the basis of race, color, religion, national origin, age, sex, disability, or family status.

Standard 6. The educator shall not intentionally deny or impede a colleague in the exercise or enjoyment of any professional right or privilege.

Standard 7. The educator shall not use coercive means or promise special treatment in order to influence professional decisions or colleagues.

Standard 8. The educator shall have the academic freedom to teach as a professional privilege, and no educator shall interfere with such privilege except as required by state and/or federal laws.

Principle IV: Ethical Conduct toward Students. The Texas educator, in accepting a position of public trust, should measure success by progress of each student toward realization of his or her potential as an effective citizen.

Standard 1. The educator shall deal considerately and justly with each student and shall seek to resolve problems including discipline according to law and school board policy.

Standard 2. The educator shall not intentionally expose the student to disparagement.

Standard 3. The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 4. The educator shall make reasonable effort to protect the student from conditions detrimental to learning, physical health, mental health, or safety.

Standard 5. The educator shall not deliberately distort facts.

Standard 6. The educator shall not unfairly exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, sex, disability, national origin, religion, or family status.

Standard 7. The educator shall not unreasonably restrain the student from independent action in the pursuit of learning or deny the student access to varying points of view.

Principle V: Ethical Conduct toward Parents and Community. The Texas educator, in fulfilling citizenship responsibilities in the community, should cooperate with parents and others to improve the public schools of the community.

Standard 1. The educator shall make reasonable effort to communicate to parents, information that lawfully should be revealed in the interest of the student.

Standard 2. The educator shall endeavor to understand community cultures and relate the home environment of students to the school.

Standard 3. The educator shall manifest a positive role in school-public relations.

Harassment*Policies DHB, FNCL*

Harassment of a coworker or student motivated by race, color, religion, national origin, disability, or age is a form of discrimination and is prohibited by law. A substantiated charge of harassment against a student or employee shall result in disciplinary action. The term harassment includes repeated unwelcome and offensive slurs, jokes, or other oral, written, graphic, or physical conduct relating to an individual's race, color, religion, national origin, disability, or age that creates an intimidating, hostile, or offensive educational or work environment.

Employees who believe they have been harassed are encouraged to promptly report such incidents to the Campus Director or supervisor. If the Campus Director or supervisor is the subject of a complaint, the employee shall report the complaint directly to the Superintendent. An employee who suspects or knows that a student is being harassed by a school employee or by another student shall inform his or her Campus Director or immediate supervisor.

Any allegation of harassment of students or employees shall be investigated and addressed. An employee may appeal the decision of the Campus Director or supervisor regarding the investigation into the allegations in accordance with the employee complaint and grievance policy and procedures (See *Complaints and grievances*, page 22). To the greatest extent possible, complaints shall be treated as confidential. Limited disclosure may be necessary to complete a thorough investigation. EFW Montessori will not retaliate against an employee who in good faith reports perceived harassment.

Sexual harassment*Policies DHC, FNCL; FFG*

Employee-to-employee. Sexual harassment of a coworker is a form of discrimination and is prohibited by law. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct under the following conditions:

- Submission to such conduct is explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for employment decisions.
- The conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or otherwise offensive work environment.

Employees who believe that they have been sexually harassed by another employee are encouraged to come forward with complaints. EFW Montessori will promptly investigate all

allegations of sexual harassment and will take prompt appropriate disciplinary action against employees found to have engaged in conduct constituting sexual harassment of other employees. EFW Montessori's policy outlining the process of filing complaints of sexual harassment is reprinted below:

Procedure:

An employee who has an alleged sexual harassment complaint may follow these procedures:

- Meet with the Title IX administrator to discuss any alleged sexual harassment complaint that he/she may have;
- Request an investigation of the claim;
- If the Title IX administrator determines that the employee has a legitimate complaint, the Title IX administrator may begin an investigation regarding the complaint after a sworn affidavit has been duly assigned by the employee;
- The Title IX administrator shall then notify the accused person and advise him/her that he/she has the opportunity to respond to the allegations.

Consequences:

Each reported case of harassment must be investigated on its particular merits EFW Montessori will assure all individuals of complete confidentiality throughout any discussion or investigation.

If an investigation reveals that a violation has occurred, punitive action will be taken.

The nature of the punitive action will depend upon the seriousness of the misconduct and the employee's overall record.

This action may include a disciplinary warning, suspension, demotion, or discharge.

Slander of a person's character by filing a false claim will be handled as harshly for the false accuser as the accused would have been dealt with had he or she been found guilty .

Any Campus Director, supervisor, or administrative employee receiving a complaint regarding sexual harassment shall report the complaint immediately to the appropriate individual or committee for resolution of the complaint.

Employee-to-student. Sexual harassment of students by employees is a form of discrimination and is prohibited by law. Sexual harassment of students includes any welcome or unwelcome sexual advances, requests for sexual favors, and other oral, written, physical, or visual conduct of a sexual nature. Romantic relationships between EFW Montessori employees and students are strictly prohibited. Other prohibited conduct includes the following:

- Engaging in sexually oriented conversations for the purpose of personal sexual gratification
- Telephoning students at home or elsewhere and engaging in inappropriate social relationships
- Engaging in physical contact that would reasonably be construed as sexual in nature

- Enticing or threatening students to get them to engage in sexual behavior in exchange for grades or other school-related benefits

In most instances, sexual abuse of a student by an employee violates the student's constitutional right to bodily integrity. Sexual abuse may include, but is not limited to, fondling, sexual assault, or sexual intercourse.

Employees who suspect a student is being sexually harassed or abused by another employee are obligated to report their concerns to the Campus Director. All allegations of sexual harassment or sexual abuse of a student will be reported to the student's parents and promptly investigated. Conduct that may be characterized as known or suspected child abuse also will be reported to the appropriate authorities, as required by law. Employees with questions or concerns relating to the alleged sexual harassment of a student should contact the Assistant Director.

Drug-abuse prevention

Policies DH; DI

EFW Montessori is committed to maintaining a drug-free environment and will not tolerate the use of illegal drugs in the workplace. Employees who use or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours may be dismissed.

Dietary supplements

Policy DH

District employees are prohibited by state law from knowingly selling, marketing, or distributing a dietary supplement that contains performance-enhancing compounds to a student with whom the employee has contact as part of his or her school district duties. In addition, employees may not knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a performance-enhancing dietary supplement to any student.

Reporting suspected child abuse

Policy DH; FFG, GRA

All employees are required by state law to report any suspected child abuse or neglect to a law enforcement agency, Child Protective Services, or appropriate state agency (e.g.: state agency operating, licensing, certifying, or registering a facility) within 48 hours of the event that led to the suspicion. Reports to Child Protective Services can be made to a local office or to the Texas Abuse Hotline (800-252-5400). 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.

An employee's failure to report suspected child abuse may result in prosecution for the commission of a Class B misdemeanor. In addition, a certified employee's failure to report suspected child abuse may result in disciplinary procedures by SBEC for a violation of the Educators Code of Ethics.

Employees who suspect that a student has been or may be abused or neglected should also report their concerns to the Campus Director. Employees are not required to report their concern to the Campus Director before making a report to the appropriate agencies. In addition, employees must cooperate with child abuse and neglect investigators. Reporting the concern to the Campus Director does not relieve the employee of the requirement to report to the appropriate state agency. Interference with a child abuse investigation by denying an interviewer's request to interview a student at school or requiring the presence of a parent or school administrator against the desires of the duly authorized investigator is prohibited.

Associations and political activities

Policy DGA

The district 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.

Safety

Policy CK

EFW Montessori 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 district equipment, employees must comply with the following requirements:

- 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 CEO or the Assistant Director.

Tobacco use*Policies DE; GKA, FNCD*

Smoking or using tobacco products is prohibited on all district-owned property and at school-related or school-sanctioned activities, on or off campus. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of district-owned vehicles are prohibited from smoking while inside the vehicle or in the presence of an EFW Montessori student. Notices stating that smoking is prohibited by law and punishable by a fine are displayed in prominent places in all school buildings.

Employee arrests and convictions*Policy DH*

An employee who is arrested for any felony or any offense involving moral turpitude must report the arrest to the Campus Director or immediate supervisor within three calendar days of the arrest. An employee who is convicted of or receives deferred adjudication for such an offense must also report that event to the Campus Director or immediate supervisor within three days of the event. Moral turpitude includes, but is not limited to, the following:

- Dishonesty.
- Fraud.
- Deceit.
- Theft
- Misrepresentation
- Deliberate violence
- Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor
- Drug- or alcohol-related offenses
- Acts constituting abuse under the Texas Family Code

Possession of firearms and weapons*Policies FNCG, GKA*

Employees, visitors, and students are prohibited from bringing firearms, illegal knives, or other weapons 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 EFW Montessori's weapons policy should report it to their supervisors or call the proper authorities immediately.

Visitors in the workplace***Policy GKC***

All visitors are expected to enter any EFW Montessori facility 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 EFW Montessori premises should immediately direct him or her to the building office or contact the administrator in charge.

Copyrighted materials***Policy EFE***

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 and programs, etc.). Rented videotapes 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***Policy CQ***

EFW Montessori electronic communications system, including its network access to the Internet, is primarily for administrative and instructional purposes. Limited personal use of the system is permitted if the use:

- Imposes no tangible cost to the district
- Does not unduly burden the district's computer or network resources
- Has no adverse effect on job performance or on a student's academic performance

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 EFW Montessori'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 Assistant Director.

Asbestos management plan*Policy CKA*

EFW Montessori is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for all EFW Montessori's schools. A copy of EFW Montessori's plan is kept in the district office and is available for inspection during normal business hours.

General procedures**Bad weather closing***Policy CKC*

EFW Montessori may close schools because of bad weather or emergency conditions. When such conditions exist, the Director/CEO will make the official decision concerning the closing of the EFW Montessori's facilities. When it becomes necessary to open late or to release students early, school officials will notify the following radio and television stations:

WBAP 820 AM
KXAS Channel 11

Emergencies*Policy CKC*

All employees should be familiar with the evacuation diagrams posted in their work areas. Fire, tornado, and other emergency drills will be conducted to familiarize employees and students with evacuation procedures. Fire extinguishers are located throughout all EFW Montessori buildings. Employees should know the location of the extinguishers nearest their place of work and how to use them.

Purchasing procedures*Policy CH*

All requests for purchases must be submitted to the Director/CEO on an official EFW Montessori check request with the appropriate approval signatures PRIOR to purchase. No purchases, charges, or commitments to buy goods or services for the district can be made without prior approval. EFW Montessori will not reimburse employees or assume responsibility for purchases made without authorization. Employees are not permitted to purchase supplies or equipment for personal use through the EFW Montessori business office.

Name and address changes

It is important that employment records be kept up to date. Employees must notify the Assistant Director 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 Assistant Director.

Personnel records***Policy GBA***

Most district records, including personnel records, are public information and must be released upon request. Employees may choose to have the following personal information withheld:

- Address
- Phone number
- Social Security number
- Information that reveals whether they have family members

The choice to not allow public access to this information may be done at anytime by submitting a written request to the Assistant Director. New or terminating employees have 14 days after hire or termination to submit a request. Otherwise, personal information will be released to the public.

Building use***Policy GKD***

The Campus Director is responsible for scheduling the use of facilities after school hours. Contact your Campus Director to request to use school facilities and to obtain information on the fees charged.

Termination of employment**Resignations*****Policy DFE***

At-Will Employees. At-will employees may resign their position at any time. A written notice of resignation should be submitted to the Campus Director at least two weeks prior to the 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 at-will employees***Policy DCD***

At-will employees are employed at will and may be dismissed without notice, a description of the reasons for dismissal, or a hearing. It is unlawful for EFW Montessori 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. At-will employees who are dismissed have the right to grieve the termination. The dismissed employee must follow the district process outlined in this handbook when pursuing the grievance. (See *Complaints and grievances*, page eight (8).

Exit interviews and procedures*Policy DC*

Exit interviews will be scheduled for all employees leaving EFW Montessori. 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 the district with a forwarding address and phone number and complete a questionnaire that provides the district with feedback on his or her employment experience.

All district/campus keys, books, property, and equipment must be returned upon separation from employment. The district may withhold the cost of any unreturned items from the final paycheck.

Reports to the State Board for Educator Certification*Policy DF*

The dismissal or resignation of a certified employee will be reported to the SBEC 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 school property or funds
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle the individual to a professional position or to receive additional compensation associated with a position
- Committing a crime on school property or at a school-sponsored event

Student issues

Equal educational opportunities

Policy FE

The EFW Montessori does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation ability level, special talent, or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI 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, and Chapter 12, TEC as amended.

Questions or concerns about discrimination of students on any of the bases listed above should be directed to the Director/CEO.

Student records

Policy FL

Student records are confidential and are protected from unauthorized inspection or use. Employees should take precautions to maintain the confidentiality of all student records. The following people are the only people who have general access to a student's records:

- Parents of a minor or of a student who is a dependent for tax purposes
- The student (if 18 or older) or attending an institute of postsecondary education
- School officials with legitimate education interests

The student handbook provides parents and students with detailed information on student records. Parents or students who want to review student records should be directed to the campus principal for assistance.

Parent and student complaints

Policy FNG

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the board has adopted orderly processes for handling complaints on different issues. Any campus office or the Director's office can provide parents and students with information on filing a complaint.

Parents are encouraged to discuss problems or complaints with the teachers or the appropriate administrator at any time. Parents and students with complaints that cannot be resolved should be directed to the Director/CEO. The formal complaint process provides parents and students with an opportunity to be heard up to the highest level of management if they are dissatisfied with the Director's response. Once all administrative complaint procedures are exhausted, parents and students can bring complaints to the Board of Directors.

Administering medication to students*Policy FFAC*

Only designated employees can administer medication to students. A student who must take medicine during the school day must bring a written request from his or her parent and the medicine, in its original, properly labeled container. Contact the Director/CEO or the Assistant Director for information on procedures that must be followed when administering medication to students.

Student discipline*Policies in the FN series and FO series*

Students are expected to follow the classroom rules, campus rules, and rules listed in the Student Code of Conduct and Student Handbook. Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management procedures that have been adopted by EFW Montessori. Other employees that have concerns about a particular student's conduct should contact the classroom teacher or Director/CEO.

Teachers must file a written report with the principal or another appropriate administrator when they have knowledge that a student has violated the Student Code of Conduct. A copy of this report will be sent by the administrator to the student's parents within 24 hours.

Student attendance*Policy FDD*

Teachers and staff should be familiar with EFW Montessori's policy and procedures for attendance accounting. These procedures require students to have parental consent before they are allowed to leave campus. When absent from school, the student, upon returning to school, must bring a note signed by the parent that describes the reason for the absence. These requirements are addressed in campus training and in the student handbook. Contact the Assistant Director for additional information.

AT-WILL AGREEMENT

The State of Texas
County of Tarrant

EAST FORT WORTH MONTESSORI SCHOOL hereby employs the undersigned Employee _____, as Director/CEO at East Fort Worth Montessori School and the employee accepts employment on the following terms and conditions:

Employee shall be employed on a 12-month basis for the school year 2001 – 2002, beginning _____ according to hours and dates set by East Fort Worth Montessori School as they exist or may hereafter be amended.

Employees shall be paid in twelve installments at an annual salary of _____ which is according to the compensation plan approved by East Fort Worth Montessori. The Employee salary includes consideration for any assigned duties, responsibilities, and tasks. Supplemental duties and additional instruction time will be compensated in accordance with board approved policies and pay schedules for such service.

Employee shall be subject to assignment and reassignment of duties, or additional duties, changes in responsibilities for work, transfers, or reclassification at any time during the agreement term.

Employee shall comply with, and be subject to, state and federal law and East Fort Worth Montessori's policies, rules, regulations, and administrative directives as they exist or may hereafter be amended. Employee shall faithfully perform to the satisfaction of East Fort Worth Montessori School all duties set forth in the job description or as assigned.

This at-will agreement is conditioned on Employee's satisfactorily providing the credentials, service records, and other records required by law, the Texas Education agency, or East Fort Worth Montessori School. False statements, misrepresentations, omissions of requested information, or fraud by the Employee in or concerning any required records or in the employment application may be grounds for discharge. The Employee hereby represents that he/she has made written disclosure to East Fort Worth Montessori School of any conviction for a felony or an offense involving moral turpitude.

Employee shall satisfactorily submit or account for all reports, school equipment, or other required items at the end of the agreement term. Employee agrees that the last salary payment under this agreement term is conditioned upon receipt from Employee of all such items.

It is further agreed that East Fort Worth Montessori School may terminate this At-Will Agreement pursuant to the terms and policies adopted by the school as they may be amended from time to time. No showing of good cause shall be necessary to non-renewal hereof. The Superintendent may suspend the Employee pending a determination of whether good cause to discharge exists.

A determination by East Fort Worth Montessori that a financial exigency or program change requires that the agreements of employees be terminated during the agreement term constitutes good cause for discharge. Financial exigency, as used herein, means any event or occurrence that creates a need for East Fort Worth Montessori School to reduce financial expenditures for personnel including, but not limited to, a decline in East Fort Worth Montessori School's financial

resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated expense or capital need. Program change, as used here in, means any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. Program changes includes, but is not limited to, a change I curriculum objectives, a modification or reorganization of staffing patterns on a particular campus or district-wide, a redirection of financial resources to meet the educational needs of students, a lack of student response to a particular course offering, legislative revisions to programs, or a reorganization or consolidation of two or more individual schools or school districts.

Employment in federal or categorically funded positions is expressly conditioned upon the continued availability of full funding for the position.

East Fort Worth Montessori School has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure or any other contractual or other expectancy of continued employment or claim of entitlement is created beyond the contract term.

The provisions of this At-Will Agreement are not governed by provision of Chapter 21 of the Texas Education Code. Nothing in the agreement shall in any way be interpreted to afford the Employee any rights or procedures beyond the last day of the agreement term.

Employee may be released from this agreement with East Fort Worth Montessori School's approval, pursuant to local policy. Upon such release East Fort Worth Montessori School shall continue to make regular payroll disbursements to the Employee until any due and owing salary amount is fully paid.

The agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this agreement under the laws of the State of Texas or the United States shall not affect the validity of the remainder of the agreement.

This agreement combines and supersedes all prior agreements and representations concerning employment. No amendments to this agreement shall be binding unless reduce to writing and signed by both parties.

This offer of employment for the _____ school year shall expire unless the agreement is signed and returned to East Fort Worth Montessori School on or before _____. Failure to return the signed contract by this date shall constitute a rejection of the employment offer and current employment, if any, shall terminate at the end of the existing agreement term.

I have read this agreement and agree to abide by its terms and condition:

Employee _____ Date _____

East Fort Worth Montessori School

By: _____ Date: _____
President, Board of Directors

It is the policy of East Fort Worth Montessori School not to discriminate of the basis of race, color, national original, sex, handicap, or age in its employment practices as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.

**ATTACHMENT 3 Salary Schedules for School Officers, Teachers,
and Other Instructional Staff**

The following attachment is the salary schedule for
school officers, teachers, and other instructional staff
of East Fort Worth Montessori Charter School

Recommended Salary Schedule

Criteria

Formal Education

- 1a Masters Degree - related field
- 1b Masters Degree - other field
- 2a Bachelors Degree - related field
- 2b Bachelors Degree - other field
- 3a Montessori Training
- 3b Montessori Certification - Pre-school (3 to 5)
- 3c Montessori Certification - Elementary (6 to 9)
- 4a Associates Degree or college hours
- 4b CDA

Years of Service (YS)

- YSG Years in General Education
- YSM Years in Montessori Education
- YSEFW Years at EFW Montessori
- YSA Years in Administration

Special Training and Certifications

- 5a Administration (incl Principal's Workshops, Board Workshops, PEIMS training)
- 5b GATE
- 5c SPED
- 5d Perceptual Motor Development
- 5e Food Handling or management
- 5f Child Dev Worker Card
- 5g Vision/Hearing Screener
- 5h ESL or Bi-lingual

Salary Ranges

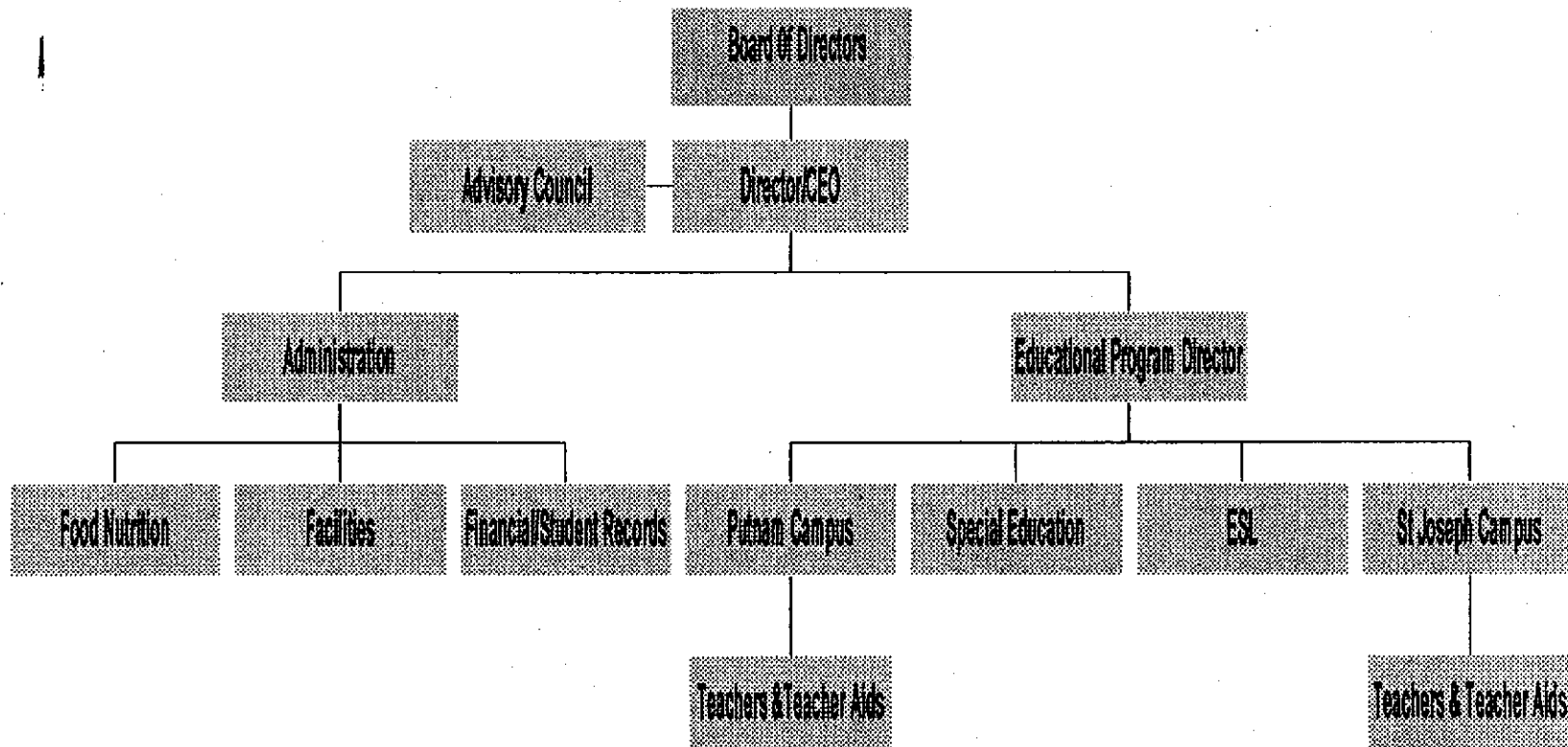
Position	From	To	Requirements
Principal/Director/CEO	45000	70000	1a or 1b, 2a or 2b, 3b minimum, YS = 5 +, 5a
Asst. Director/Admin - Business Manager, or PEIMS	35000	55000	2a or 2b, 3a preferred, YSG = 2, YSA = 5+, 5a minimum
Asst. Director/Curriculum & Academic	30000	50000	2a or 2b, 3b minimum, YSM = 5
Lead Teacher	30000	40000	2a or 2b, 3b minimum, YSG = 5
Teacher	25000	35000	2a or 2b, 3a, YSG = 1, can be an intern
Lead Aid	17000	29000	3b, 4a, YSG = 2
Teacher Aid	15000	21000	4a or 4b, YSG = 1
Lunch Monitor	5000	10000	5e
Facilities Manager/Attendance Clerk	15000	25000	4b, 5e, 5f, and 5a
Clerk	10000	19000	4b, 5f, 5a

00167

ATTACHMENT 4 Organizational Chart

The following attachment is the organizational chart
for East Fort Worth Montessori Charter School, Inc.

East Fort Worth Montessori Academy



69700

ATTACHMENT 5 501(c)(3) Determination Letter from IRS

The follow attachments include a letter of acknowledgement for exemption from federal income tax, a completed application for Determination Letter Request.

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

Appendix IIII

DEPARTMENT OF THE TREASURY

Date: AUG 13 1998

Employer Identification Number:
75-2733958

OLN:

17053015087008

Contact Person:

D. A. DOWNING

Contact Telephone Number:

(513) 241-5199

Accounting Period Ending:

December 31

Form 990 Required:

Yes

Addendum Applies:

No

EAST FORT WORTH MONTESSORI SCHOOL
2717 PUTNAM ST
FORT WORTH, TX 76112

Dear Applicant:

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

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

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

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

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

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

00171

EAST FORT WORTH MONTESSORI SCHOOL

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

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day for each day there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

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.

-3-

EAST FORT WORTH MONTESSORI SCHOOL

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.

Revenue Procedure 75-50, published in Cumulative Bulletin 1975-2 on page 887, sets forth guidelines and recordkeeping requirements for determining whether private schools have racially nondiscriminatory policies as to students. You must comply with this revenue procedure to maintain your tax-exempt status.

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 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 56-304, C.B. 1956-2, page 305.)

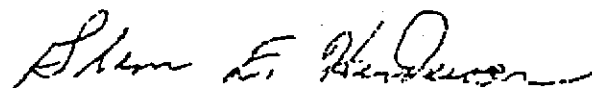
If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

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

We have sent a copy of this letter to your representative as indicated in your power of attorney.

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

Sincerely yours,



District Director

00173

ATTACHMENT 6 Articles of Incorporation filed with the Texas Secretary of State

The following attachments include the Articles of Incorporation of The East Fort Worth Montessori School, Inc., and the Certificate of Incorporation of the East Fort Worth Montessori School, Inc., with a statement of conformity to law.

00174



APPLICATION

The State of Texas
Secretary of State

MAR. 3, 2000

EAST FORT WORTH MONTESSORI SCHOOL
2717 PUTNAM STREET
FORT WORTH ,TX 76112

RE:
EAST FORT WORTH MONTESSORI SCHOOL
CHARTER NUMBER 01466949-01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD YOUR APPLICATION FOR REINSTATEMENT. THE APPROPRIATE EVIDENCE IS ATTACHED FOR YOUR FILES; THE ORIGINAL HAS BEEN FILED IN THIS OFFICE.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.

VERY TRULY YOURS,



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A handwritten signature in cursive script, reading "Elton Bomer", written over a horizontal line.

00175

Elton Bomer, Secretary of State



APPLICATION

Office of the Secretary of State
Statutory Filings Division
Corporations Section

P.O. Box 13697
Austin, Texas 78711-3697
(512) 463-5555

Enclosed is evidence of the business organization filing which you recently made with this office. Although you may have received a certificate stating that a copy of your filing was attached to the certificate, newly enacted legislation effective September 1, 1997, allows us to accept the document for filing when only a single copy is furnished, but directs that the certificate be returned without a duplicate copy attached. In the future, if you wish to receive a file stamped copy, you should enclose a duplicate copy when the filing is delivered to us.

s:\sos\sf\corp\docs\1125\newt-chat-stat\dup_copy.doc

ATTACHMENT 7 Bylaws

The following attachment is the Bylaws of East Fort
Worth Montessori, Inc.

BY-LAWS
OF
EAST FORT WORTH MONTESSORI SCHOOL
A NON-PROFIT CORPORATION

ARTICLE I

Name

Section 1. This corporation shall be known as East Fort Worth Montessori School (the "Corporation").

ARTICLE II

Purposes

Section 1. The Corporation is organized and will be operated exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue law or laws (the "Code"). More particularly, the purposes of the Corporation are:

(a) To maintain a regular faculty, regular curriculum and have a regularly enrolled body of students in attendance at the place where the Corporation's education activities are regularly carried on, within the meaning of Section 170(b)(1)(A)(ii) of the internal Revenue Code of 1986, as amended.

(b) To teach and instill good foundations for character building and self esteem in order to enable young children in the area to make a difference in their society and community.

(c) To conduct, accomplish and carry on its objective, functions and purposes or any part thereof set forth in the Bylaws of East Fort Worth Montessori School as amended from time to time, within or without the State of Texas.

(d) To provide children of medium to low income families who are enrolled students of the Corporation with quality care and early childhood education through formal Montessori instruction appropriate for each age group using a regular faculty and an established curriculum without discriminating on the basis of race, color, national or ethnic origin in administration of its educational policies, admission policies, scholarship and loan programs, athletic and other school administered programs.

Section 2. The Corporation shall admit students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. The Corporation shall not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admission policies, scholarship and loan programs, and athletic and other school-administered programs.

Section 3. The Corporation shall be able to pledge its assets for its educational purposes.

ARTICLE III

Corporate Offices

Section 1. The principal office of the Corporation shall be located in the City of Fort Worth, Tarrant County, Texas. The Corporation may also have offices within or without the State of Texas, at such other places as the Board of Directors may from time to time determine and the business of the Corporation may require.

Section 2. The Corporation shall continuously maintain a registered office and a registered agent, whose office is identical with such registered office, within the State of Texas. The registered office need not be identical with the principle office and both the registered office and the registered agent may be changed from time to time by the Board of Directors.

ARTICLE IV

Board of Directors

Section 1. The initial directors to serve on the Board of Directors of the Corporation shall be those persons named in the Articles of Incorporation as the initial directors, and they shall hold office until their successors are chosen and qualified at the first annual meeting of the Board of Directors or until their earlier respective deaths, resignations, retirements, disqualifications or removal from office. Thereafter, the directors shall be elected by the then current Board of Directors.

Section 2. The number of directors shall never be less than three persons, but may be as many more as may be determined from time to time by resolution of the Board of Directors. The number of directors may be increased or decreased from time to time in the manner provided in these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director. Any increased number of directors shall be elected by the then current directors at any regular meeting or special meeting called for that purpose.

Section 3. Directors, including a Chairman of the Board, Vice-Chairman, and Secretary of the Board, shall be elected for a term of one (1) year and until their successors are elected and qualified. Directors may be elected without limitation as to the number of terms they may serve.

Section 4. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of directors, shall be filled by the directors, even though they be less than a quorum. A vacancy shall be filled by the affirmative vote of a majority of the remaining directors, even if the majority is less than a quorum of the Board of Directors, or if the majority is a sole remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office.

Section 5. Any director may be removed with or without cause by a majority vote of the directors at any meeting duly called and at which a quorum is present. A vacancy created by the removal of a director shall be filled as provided in these By-Laws.

Section 6. No contract or other transaction between the Corporation and one or more of its directors or between any other corporation, firm, association, or entity of which one or more of its directors are directors or officers of the Corporation or in which such persons are financially interested, shall be either void or voidable because of such relationship or interest, or because such director or directors are present at the meeting of the Board of Directors (or a committee thereof) which authorizes, approves, or ratifies such contract or transaction, or because his or their votes are counted for such purpose, if all of the following conditions are met:

(a) The fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors;

(b) The contract or transaction is fair and reasonable to the Corporation; and

(c) The contract or transaction is not an act of self-dealing as defined by Section 4941 of the Internal Revenue Code of 1986, as amended, or any successor statute.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors (or a committee thereof) which authorizes, approves, or ratifies such contract or transaction.

Notwithstanding the above, no loan shall be made by the Corporation to any of its directors or officers.

Section 7. Directors shall not receive any stated salaries for their services as directors. However, by resolution of the Board of Directors, directors and members of any board committee may be allowed expenses of attendance, if any, for attendance at each regular or special meeting of the Board of Directors; but nothing herein contained shall be construed to preclude any

director from performing personal services for the Corporation in any other capacity and receiving reasonable compensation for such services.

ARTICLE V

Officers

Section 1. The officers of the Corporation shall be a President, who shall also be called the Executive Director; one or more Vice Presidents, who shall also be called Assistant Executive Directors; (the number thereof to be determined by the Board of Directors); a Secretary; a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary may not be held by the same person.

Section 2. The Board of Directors shall elect officers of the Corporation, who shall hold office for a term of one (1) year and until their successors are elected and qualify, or until death, resignation or removal. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors, whenever in their judgment the best interest of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. In case of the absence or disability of an officer of the Corporation, or in any other case that the Board of Directors may deem sufficient reason therefore, the Board of Directors, by a majority vote, may delegate for the time being any or all of the powers or duties of any officer to any other officer, director, or any other person.

Section 3. The President/Executive Director shall be the chief executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He shall preside at all meetings of the Board of Directors. The President/Executive Director may sign any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws 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 of Directors from time to time.

Section 4. In the absence of the President/Executive Director or in the event of his inability or refusal to act, the Vice President/Assistant Executive Director (or in the event there be more than one Vice President, the Vice Presidents in order of their seniority) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to

time may be assigned to him by the President or Board of Directors.

Section 5. The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the Corporation, and affix the seal of the Corporation to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each director which shall be furnished to the Secretary by each director; and, in general, perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to her by the President or by the Board of Directors.

Section 6. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and 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 these By-Laws; 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 of Directors.

ARTICLE VI

Management of Corporate Affairs

Section 1. The property, affairs and business of the Corporation shall be managed by its Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these By-Laws prohibited.

ARTICLE VII

Committees

Section 1. The Board of Directors may designate committees comprised of two (2) or more persons, a majority of whom are directors, to serve as special and standing committees as the Board of Directors may determine are necessary, which shall have such powers and duties as shall from time to time be prescribed by the Board of Directors. All actions by any Board of Directors committee shall be reported to the Board of Directors at the next meeting succeeding such action.

ARTICLE VIII

Quorum and Voting

Section 1. A majority of the Board of Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the directors present in person or by proxy, at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

Section 2. A director may vote in person or by proxy executed in writing by the director. No proxy shall be valid after three (3) months from the date of its execution. Directors present by proxy may not be counted toward a quorum.

ARTICLE IX

Meetings

Section 1. Section 1. The annual meeting of the Board of Directors of the Corporation shall be held at the principal office of the Corporation or at such other place as the President/Executive Director, or Vice-President/Assistant Executive Director in the absence of the President/Executive Director may designate. The annual meeting shall be held within 120 days after the Corporation's fiscal year ends at 10:00 O'clock A.M., at which meeting directors shall be elected for the current year and such other business transacted as may properly come before said meeting. Notice of the time, place and object of such meeting shall be given personally or by mail at least ten (10) days previous thereto, to each director at his address as shown in the records of the Corporation. In lieu of the annual meeting, all of the directors in office may execute a unanimous written consent to elect directors for the current year and transact such other business as is proper.

Section 2. Special meetings of the Board of Directors may be called by or at the request of the President/Executive Director or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Texas, as the place for holding any special meetings of the Board of Directors called by them. Notice of any special meeting of the Board of Directors shall be given at least three days previous thereto by written notice delivered personally or sent by mail or telegram to each director at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at, and the purpose of any special meeting of the Board of Directors, will be specified in the notice or waiver of notice of such meeting.

Section 3. Any action required or permitted to be taken at a meeting of the Board of Directors or by a committee thereof may be taken without a meeting, by means of telephone, mail, telegram, cable or in any other way the directors shall decide. However, a written consent setting forth the action so taken and signed by all the members of the Board of Directors or of a committee, as the case may be, must be filed with the minutes of proceedings of the Board of Directors or the committee. Such consent shall have the same force and effect as a unanimous vote and may be stated as such in any document.

Section 4. Subject to the provisions of applicable law and these By-laws regarding notice of meetings, members of the Board of Directors or of any committee designated thereby may, unless otherwise restricted by law, the Articles of Incorporation, or by these By-laws, participate in a meeting of such Board of Directors or committee by means of a telephone conference or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at such meeting, except when a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened. When such a meeting is conducted by means of a conference telephone or similar communications equipment, a written record shall be made of the action taken at such meeting.

ARTICLE X

Waiver of Notice

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

ARTICLE XI

Members

The Corporation shall not have any members.

ARTICLE XII

Dissolution or Liquidation

Section 1. In the event of dissolution or final liquidation of the Corporation, none of the property of the Corporation nor any proceeds thereof shall be distributed to, or divided among, any of the directors or officers of the Corporation or inure to the benefit of any individual.

APPLICATION

Section 2. After all liabilities and obligations of the Corporation have been paid, satisfied, and discharged, or adequate provisions made therefor, all remaining property and assets of the Corporation shall be distributed to one or more organizations designated (1) pursuant to a plan of distribution adopted as provided for under Texas law, or (2) if there be no appropriate plan of distribution, as a court may direct (pursuant to the laws of Texas) provided that in any event such property shall be distributed only to organizations which shall comply with all of the following conditions:

(a) Such organization shall be organized and operated exclusively for charitable, religious, educational or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

(b) Transfers of property to such organization shall, to the extent then permitted under the statutes of the United States, be exempt from federal gift, succession, inheritance, estate, or death taxes (by whatever name called).

(c) Such organization shall be exempt from federal income taxes by reason of Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

(d) Contributions to such organization shall be deductible by reason of Section 170 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

ARTICLE XIII

Fiscal Matters

Section 1. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-Laws (see Article V Section 3), to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.

Section 2. All checks, drafts, or orders for the payment of money, 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 of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President/Executive Director or a Vice President/Assistant Executive Director of the Corporation.

Section 3. 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 depositories as the Board of Directors may select.

Section 4. The Board of Directors shall have the power to fix, and from time to time change, the fiscal year of the Corporation. Unless otherwise fixed by the Board of Directors, the fiscal year of the Corporation shall be a calendar year.

ARTICLE XIV

Books and Records

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors. All books and records of the Corporation may be inspected by any director or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE XV

Amendments

The Board of Directors shall have power to make, amend or repeal the By-Laws of the Corporation by vote of a majority of the directors in office at any annual or special meeting, provided notice of intention to make such changes at said meeting shall have been mailed to each director at least three (3) days prior to said meeting, or without such notice by a unanimous vote of all the directors then in office.

The undersigned President/Executive Director and Secretary of East Fort Worth Montessori School, Fort Worth, Tarrant County, Texas, hereby certify that the above and foregoing By-Laws were unanimously adopted by the directors, effective the 10th day of November, 1997.

Joyce G. I. Brown

Joyce G. I. Brown
President/Executive Director

Angela Poffner

Angela Poffner
Corporate Secretary

Doc1873

BY-LAW AMENDMENT

AMENDMENT TO ARTICLE IV, SECTION 3

This section is hereby amended to read as follows: Directors, including the chairman, -- **Add**: *who shall preside at all meetings*, Vice Chairman, Secretary of the Board shall be elected for the term of one year and until their successors are elected and qualify. (The remaining part of this section shall remain unchanged.)

AMENDMENT TO ARTICLE V, SECTION 3

This section is hereby amended to read as follows: The President/Executive Director, shall be the chief executive officer of the corporation and shall in general supervise and control of the business and affairs of the corporation. -- **Delete**: *He shall preside at all meetings of the board of Directors*. (The remaining part of this section remains unchanged.)

AMMENTDMENT TO ARTICLE IX, SECTION 2

This section is hereby amended to read as follows: Special meetings of the Board of Directors may be called by--**Add**: *the Chairman of the Board*, or at the request of the President/ Executive Director or any two Directors. (The remaining part of this section remains unchanged.)

The above amendments were adopted in accordance with article XV of these bylaws at an annual meeting on January 5, 1999.

James T. Brown, Chairman

Angela Porter, Secretary

ATTACHMENT 8 Credit Report

The sponsoring entity of East Fort Worth Montessori,
Inc.

COPYRIGHT MATERIAL

2 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.

ATTACHMENT 9 IRS Filing

The sponsoring entity of East Fort Worth Montessori,
Inc. financial report is included.

990 FORM

PAGES 193 - 205 = 13 PAGES

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

13 PAGES HAVE BEEN WITHHELD

10.

EVIDENCE OF PUBLICATION OF NOTICE OF INTENT

Choice Classifieds

Today! 817-543-2095 Fax: 817-274-8023

Family Matters

Affordable, In-home Care and Disability Services

Family Matters offers a common sense approach for the elderly, new mothers or others needing assistance to remain in their own home and community.

We provide in-home personal care and non-medical assistance with activities of daily living such as light housework, laundry, bathing, grocery shopping, and meal preparation to enable our members to take part in all facets of family and community life.

104 South Main Street Phone: 817-338-4600 Worth, Texas
Fax: 817-338-4676

Family [redacted]
Employment Opportunities Available

Call the best when your family matters.

Call 817-498-5750 to ADVERTISE!

NOTICE OF INTENT TO APPLY FOR OPEN-ENROLLMENT CHARTER SCHOOL

East Fort Worth Montessori School Inc. is applying to the State Board of Education for approval to operate an open-enrollment charter school to be located in Tarrant County. 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 would be located if approved:

Name of the sponsoring entity proposing the charter school -
East Fort Worth Montessori School Inc.
Chief Executive Officer of the proposed school - Joyce Brown
Board members of the sponsoring entity -- Nina La Fond, David Reese

Fenda Akiwumi, Merrie King, Yolanda Cason-Mack
Board members of school management board - same as above
Proposed location of the school - 2117 Putnam Street
Brief description of the school - Montessori curriculum
Grade levels to be served -- Pre-K3 - 3.
Planned opening date -- September 2003

The State Board of Education invites comments about any aspect of the proposed school or its sponsoring entity. Comments must be communicated in the form of a signed letter directed to the State Board of Education. Only letters received by September 2, 2002 and specifically addressing a proposed school will be considered by the board. Letters may be sent to the following address: Texas Education Agency, Division of Charter Schools, 1701 N. Congress, Austin, Texas 78701.

Employment - Fax 817-498-5750

Black History
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Sacrifice for \$199 817/530-0356

more than
45/309,000

LVN

2-10 Monday - Friday
Every Weekend OR
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817-335-5781
Autumn Years Lodge 424 S Adams Ft.
Worth, TX 76104

headache sufferers
are you one of them?

HEALTH
DEPENDANTS
to care for Elderly &
disabled in home.
5-496-5400i
rentwood Stair Rd. Suite 250
Worth, Tx 76112 • E.O.E.

00206

ATTACHMENT 11 Evidence of Mailing Intent to City Council and County Commissioner's Court

The following attachments include a list of the names and contact information of the mayor and city council members for Fort Worth, TX, a list of the names and contact information of the Tarrant County Commissioners Court Members, and evidence of mailing a letter of intent to apply for an open enrollment charter school to each city council member and to each member of the county commissioners court.

Evidence of Mailing Intent to City Council Addresses

City Council
1000 Throckmorton
Fort Worth, TX 76102

Becky Haskin
City Council
1000 Throckmorton
Fort Worth, TX 76102

Jeff Wentworth
City Council
1000 Throckmorton
Fort Worth, TX 76102

Ralph McCloud
City Council
1000 Throckmorton
Fort Worth, TX 76102

Clyde Picht
The City Council
1000 Throckmorton
Fort Worth, TX 76102

Frank Moss
The City Council
1000 Throckmorton
Fort Worth, TX 76102

Wendy Davis
The City Council
1000 Throckmorton
Fort Worth, TX 76102

Jim Lane
City Council
204 W Central Ave
Fort Worth, TX 76106

Chuck Silcox
City Council
6777 Camp Bowie Blvd
Fort Worth, TX 76116

Evidence of Mailing Intent to Commissioner's Court Addresses

Commissioner's Court Precinct 4
6713 Telephone Road
Fort Worth, TX 76135

Commissioner's Court Precinct 3
645 Grapevine Highway #6
Fort Worth, TX 76054

Commissioner's Court Precinct 2
724 East Border Street, Suite 103
Arlington, TX 76010-7407

Commissioner's Court Precinct 1
6551 Granbury Road
Fort Worth, TX 76133

OFFICIAL USE
FORT WORTH, TX 76102

Postage	\$ 0.34	UNIT ID: 0124
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 2.44	05/08/02

Sent To
 The City Council
 Street, Apt. No. or PO Box No. 1000 Throckmorton
 City, State, ZIP+4 Fort Worth TX 76102

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only. No Insurance Coverage Provided)

OFFICIAL USE
FORT WORTH, TX 76135

Postage	\$ 0.34	UNIT ID: 0124
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 2.44	05/08/02

Sent To
 Commissioner's Court Precinct 4
 Street, Apt. No. or PO Box No. 6713 Telephone Rd
 City, State, ZIP+4 Fort Worth, TX 76135

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only. No Insurance Coverage Provided)

OFFICIAL USE
HURST, TX 76054

Postage	\$ 0.34	UNIT ID: 0124
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 2.44	05/08/02

Sent To
 Commissioner's Court Precinct 3
 Street, Apt. No. or PO Box No. 645 Grapevine Hwy # 6
 City, State, ZIP+4 Ft Worth, TX 76054

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only. No Insurance Coverage Provided)

U.S. POSTAL SERVICE
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only. No Insurance Coverage Provided)

Postage	\$ 0.34	UNIT ID: 0124
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 2.44	05/08/02

Sent To
 The Commissioner's Court Precinct 2
 Street, Apt. No. or PO Box No. 724 East Parker St Suite 103
 City, State, ZIP+4 Arlington TX 76010-7403

U.S. POSTAL SERVICE
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only. No Insurance Coverage Provided)

Postage	\$ 0.34	UNIT ID: 0124
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 2.44	05/08/02

Sent To
 Commissioner's Court Precinct 1
 Street, Apt. No. or PO Box No. 6551 Granbury Road
 City, State, ZIP+4 Fort Worth, TX 76133

U.S. POSTAL SERVICE
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only. No Insurance Coverage Provided)

Postage	\$ 0.34	UNIT ID: 0124
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 2.44	05/08/02

Sent To
 Commissioner's Court Precinct 2
 Street, Apt. No. or PO Box No. 724 East Parker St Suite 103
 City, State, ZIP+4 Arlington TX 76010-7403

CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

FORT WORTH, TX 76102

Postage	\$ 0.57	UNIT ID: 0124 Postmark Here Clerk: KYCH41 05/29/02
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 2.67	

Sent To
 City Council Becky Haskin
 Street, Apt. No., or PO Box No. 1000 Throckmorton
 City, State, ZIP+4 Ft Worth Tex 76102
 PS Form 3800, January 2001 See Reverse for Instructions

CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$ 0.34	UNIT ID: 0124 Postmark Here Clerk: KYCH41 05/29/02
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)	1.50	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 3.94	

Sent To
 City Council Jeff Wentworth
 Street, Apt. No., or PO Box No. 1000 Throckmorton
 City, State, ZIP+4 Ft Worth Tex 76102
 PS Form 3800, January 2001 See Reverse for Instructions

CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$ 0.57	UNIT ID: 0124 Postmark Here Clerk: KYCH41 05/29/02
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 2.67	

Sent To
 City Council Jim Lane
 Street, Apt. No., or PO Box No. 204 W. Central Ave
 City, State, ZIP+4 Ft Worth Tex 76106
 PS Form 3800, January 2001 See Reverse for Instructions

CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

FORT WORTH, TX 76102

Postage	\$ 0.34	UNIT ID: 0124 Postmark Here Clerk: KYCH41 05/29/02
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)	1.50	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 3.94	

Sent To
 Ralph McCloud City Council
 Street, Apt. No., or PO Box No. 1000 Throckmorton
 City, State, ZIP+4 Ft Worth Tex 76102
 PS Form 3800, January 2001 See Reverse for Instructions

CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$	UNIT ID: 0124 Postmark Here Clerk: KYCH41 05/29/02
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To
 City Council Clyde Picht
 Street, Apt. No., or PO Box No. 1000 Throckmorton
 City, State, ZIP+4 Ft Worth Tex 76102
 PS Form 3800, January 2001 See Reverse for Instructions

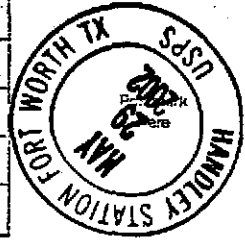
CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$ 0.57	UNIT ID: 0124 Postmark Here Clerk: KYCH41 05/29/02
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)	1.50	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.17	

Sent To
 City Council Frank Moss
 Street, Apt. No., or PO Box No. 1000 Throckmorton
 City, State, ZIP+4 Ft Worth Tex 76102
 PS Form 3800, January 2001 See Reverse for Instructions

7002 0460 0001 5857 4854
7002 0460 0001 5857 4876
7002 0460 0001 5857 4865



00211

U.S. Postal Service
CERTIFIED MAIL RECEIPT
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OFFICIAL USE
FORT WORTH, TX 76102

Postage	\$ 0.34	UNIT ID: 0124
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)	1.50	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 3.94	05/29/02

Postmark
Here
Clerk: KYCH41

Sent To
 City Council Wendy Davis
 Street, Apt. No.;
 or PO Box No. 1000 Throckmorton
 City, State, ZIP+4
 Ft Worth Texas 76102
 PS Form 3800, January 2001 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
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OFFICIAL USE
FORT WORTH, TX 76116

Postage	\$ 0.34	UNIT ID: 0124
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 2.44	05/29/02

Postmark
Here
Clerk: KYCH41

Sent To
 City Council Chuck Silcox
 Street, Apt. No.;
 or PO Box No. 6777 Camp Bowie Blvd.
 City, State, ZIP+4
 Ft Worth Tex 76116
 PS Form 3800, January 2001 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE
FORT WORTH, TX 76102

Postage	\$ 0.34	UNIT ID: 0124
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)		

Postmark
Here

APPLICATION

00212

ATTACHMENT 12 Notice of Public Hearing

The following attachments include the newspaper article published for notice of Public Hearing in East Fort Worth Montessori's geographic area stating a purpose to publicly review the application for the charter school, a photocopy of the article in the newspaper, and a receipt from the local newspaper

Increase your sales, profit and customers.

(817) 413-9690 **EACH**

4076 E. Lancaster
Fort Worth, Texas

White Only
Minimum Order of 36
(colors available)

Open Enrollment Charter School

PUBLIC MEETING

East Fort Worth Montessori School
2717 Putnam
Fort Worth, TX 76112

Thursday, May 23, 2002
4:30 p.m.

The real Harlem Ren

by civil rights, black America was in a tentative history making position. Nevertheless, the creative side of blackness rose to the unique occasion and provided us with what might be termed theatrical relief in the form of Lofton Mitchell's *Bubbling Brown Sugar*.

Written as a book, literature took on a stage presence in this Tony nominated musical in 1976. This upbeat musical revisited Harlem during a time where the society crowd from downtown went uptown to the Cotton Club, Small's Paradise and Connie's Inn—all the "in" spots of the time. During the Harlem Renaissance a new language was heard in words like *dig* and *jive*. A new kind of dancing was going on at the Savoy.

In the play, social position and color

ATTACHMENT 13 Registration Log of Attendance at Public Hearing

The following attachment includes the registration log of attendance at the Public Hearing for East Fort Worth Montessori.

Family Educational Rights and Privacy Act Protected Material

3 pages have been withheld

PLEASE NOTE: Public hearing sign-in sheets have been removed from the responsive material. These sign-in sheets contain material that is protected by the Family Educational Rights and Privacy Act (FERPA). Information redacted could include items such as the student's name, names of family members, addresses, personal identifiers such as social security numbers, and personal characteristics or other information that make the student's identity easily traceable. If you have any questions or concerns regarding the redaction of this material, please contact the Open Records Office at PIR@tea.state.tx.us.

ATTACHMENT 14 Synopsis of Public Hearing

The following attachment includes the minutes of the
Public Hearing for East Fort Worth Montessori.

SYNOPSIS OF PUBLIC HEARING

DATE OF HEARING: Thursday May 23, 2002
 TIME: 4:30PM

NUMBER ATTENDING: 27

EFWMS Inc. held a Public hearing in accordance with the "Notice of Intent to Apply for Open-Enrollment Charter School published in a local Newspaper on May 6, 2002. (Attachment 12).

Presenters: Nina LaFond, President (Chairperson of the Board)
 Joyce Brown, proposed CEO-Charter School

The presenters discussed the application for a charter school adopted by the Texas SBOE dated March 22, 2002. Specific emphasis was placed on the structure of the school and the board, partnership with educational entities and business arrangement with the TEA Regional Service Centers and curriculum. It was clearly noted that the EFWMS charter school would be an open enrollment; non-discriminatory school serving children ages 3 through 8. State funds will support the school; special education services will be available to children with special needs.

Some of the questions asked were:

Q. Can a charter school organize a PTO?

Nina LaFond responded: "Yes"

Q. What educational entities will the school be working with?

Joyce Brown, "Museum of Science and History
 Zoo, Botanical Gardens"

Q. Can the Charter school use a Mascot?

Joyce Brown, "Yes, Parents will have to choose and vote"

Q. Why cant the school offer 4 and 5th grade?

Joyce Brown, "The short term vision is to develop a very strong academic K3-3rd grade Montessori Program that will enable young children to succeed academically and socially."

Nina LaFond, mentioned the advantages of a small school where children can feel safe and peaceful. She also mentioned that both of her children after completing EFWMS tested as Gifted and Talented in Dagget Montessori School. Also at this time there are three Montessori Public elementary Special Interest schools in Fort Worth, EFWMS has a very good relationship with those schools and a lot of graduates from EFWMS are attending one of those three schools. Our goal to get the children ready to succeed in those Special Interest Programs. However she said, if the community see a need in the future for 4th and 5th grade the Board will have to contact TEA and request an amendment. I am not sure if that is possible, but we will ask.

The attendees were very positive and supportive.

ATTACHMENT 15 Letters of Business Arrangements

The following attachments include letters of business arrangements and partnerships with educational programs and businesses.

5017 Brentwood Stair Road
Fort Worth, Texas 76112
May 28, 2002

MEMORANDUM

TO: Texas Education Agency
FROM: *Darlene Myatt*
Darlene Myatt, c.f.c.s.
Extension Agent
Expanded Nutrition Program (ENP)

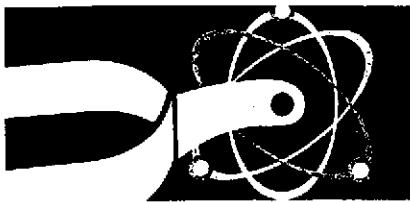
I am pleased to once again offer my support and encouragement to the East Fort Worth Montessori School in its application for charter.

As an Extension nutrition educator, I coordinate nutrition & health programs to improve the quality of life for youth and their families. Needless to say, the collaborative partnership established in 1997 with Joyce Brown has fulfilled every expectation and more!!

The pre-school children and older youth at East Fort Worth Montessori School have really enjoyed our age-appropriate activities which are conducted to involve the total group, or as work done independently. These learning enhancement opportunities provide research-based information that has practical application for daily use. Lesson topics address basic nutrition concepts, menu planning, comparison shopping, kitchen sanitation & storage, simple food preparation, food safety recommendations and nutritious snack ideas.

During my visits, I frequently interview the participants for evaluation purposes. Based on their comments, the after-school nutrition program is highly successful in terms of knowledge gained and the number of requests for additional follow-up projects.

Again, I look forward to our continued association, and hope if additional information is needed you won't hesitate to contact me at #817/451-2877. Working together to promote "better diets for better health" does make a difference!



FORT WORTH
MUSEUM
OF SCIENCE AND HISTORY

APPLICATION

May 8, 2002

To Whom It May Concern:

This letter is to inform you that the East Fort Worth Montessori Schools, located at:
2717 Putnam, Fort Worth, Texas 76112

1401 South Main, Fort Worth, Texas 76104

have been using The Fort Worth Museum of Science and History's school loan kits for this year 2001-2002. The school will continue to use these loan kits for next 2002-2003.

If you need any further information from me, please give me a call.

Sincerely,

Renee M. Tucker
Assistant Curator of History

220

00223



APPLICATION

BOTANIC GARDEN
FORT WORTH

3220 Botanic Garden Boulevard, Fort Worth, Texas 76107-3420
Phone (817) 871-7686 Fax (817) 871-7638

May 16, 2002
Capital One

To Capital one:

Recently Joyce Brown with East Fort Worth Montessori School came to me with a proposition. Ms Brown wants to start an education program in collaboration with the Botanic Garden. It is my understanding the program will teach young people good horticultural practices, give them a spattering of botany and hands on gardening as well as the importance of plants to the human community. We will emphasize the integral interactions of people and the environment of the earth to show them that they can make a difference in their own future.

The Botanic Garden Education Department is willing to work with Ms Brown to accomplish these goals. We will supply a meeting place and a staff person to work with her on planning the program for the fall of 2002. Please call if you have questions.

Sincerely,

Barbara Opdenhoff
Public Education Specialist
Fort Worth Botanic Garden
3220 Rock Springs RD.
Fort Worth, TX 76107
817-871-7966

221



CITY OF FORT WORTH, TEXAS

Our Mission: "To enrich the lives of our citizens through the stewardship of our resources and the responsive provision of quality recreational opportunities and community services."

00224



Education Service Center

Executive Director
Bill McKinney, Ph.D.

April 24, 2002

Mrs. Joyce Brown
East Fort Worth Montessori School
2717 Putnam
Fort Worth, Texas 76112

Dear Mrs. Brown:

Thank you for your interest in Region IV Education Service Center Financial and Administrative Services. We would be very pleased to provide complete business office services for East Fort Worth Montessori Charter School. Our goal is to serve you by providing thorough and practical solutions to challenges facing you in the area of finance.

~~Again, thank you for your interest. If you have any questions or need additional information,~~
please feel free to contact Andy Pechacek at (713) 744-8108 or me at (713) 744-6341.

Sincerely,

A handwritten signature in cursive script that reads "David Greak".

David Greak
Director, Financial and Administrative Services

cc: Andy Pechacek

REGION XI

Richard Ownby
Executive Director

To: Joyce Brown
East Fort Worth Montessori School

From: Linda Phillips
Coordinator of Support Services
Management Information Systems

Date: May 21, 2002

Subject: Computer Software and Services for PEIMS

I have discussed providing these services, using the Win School Administrative System software, to the East Fort Worth Montessori School if they are awarded a charter. We are prepared to provide the services required to submit PEIMS data for submissions 1, 3, and 4 in a timely and efficient manner.

We look forward to working with the East Fort Worth Montessori School staff.

If there are any questions, please call me at 817-740-7501.



APPLICATION

May 26, 2002.

Ms. Joyce Brown:

As a representative of Work Advantage I write this letter to acknowledge that East Fort Worth Montessori is successfully meeting all requirements of the Tarrant County Workforce Development Board's Innovative Initiatives 2001-02 audit with no findings.

Work Advantage is presently funding East Fort Worth Montessori with TANF funding for the program year beginning September 1, 2001 and ending August 31, 2002. This funding has helped the school implement the HIPPY (Home Instruction Program for Preschool Youngsters) program, serving TANF recipients, whose children may attend the school. This literacy program benefits the family as a whole, encouraging parental involvement in their child's education, school and community, establishing ~~competencies critical to children's early school success and achievement, and avoid~~ further intergenerational illiteracy.

East Fort Worth Montessori is a one of a kind agency whose efforts and services are applauded by the citizens of Fort Worth and Tarrant County.

Respectfully,

Kay L. Gollhugh
Welfare to Work Specialist
Work Advantage of Tarrant County

UNIVERSITY^{of} NORTH TEXAS

SYSTEM CENTER AT DALLAS

Texas HIPPY Center

APPLICATION

*The leading university of the Metroplex
—now available close to home*

Joyce Brown
East Fort Worth Montessori
2717 Putnam Street
Fort Worth, 76112

April 22, 2002

Dear Ms. Brown,

Please accept this letter as a confirmation of our collaboration with the East Fort Worth Montessori School, and forward this information to the Texas Education Agency.

Our services and collaboration this year has encompassed the following activities:

-
- 3 day on-site training of HIPPY Coordinator and 3 Home Instructors
 - 2 day follow up observation and feedback
 - Minimum of monthly technical assistance by phone.
 - Sub-grant allocation of \$28,510
 - Three 2-hour Team Meetings for HIPPYCorps Home Instructors, focusing on community service
 - One statewide training, held in Denton, TX in conjunction with the Center for Parent Education
 - Various materials and resources for parents and Home Instructors, including Parent Journal, family literacy information, and children's materials
 - Evaluation services, Parent Involvement Survey, pre- and post-testing

I look forward to continued collaboration and services. I would be more that glad to field any questions you or the TEA may have, please call me at your convenience, 972-780-3617.

Sincerely,



Carla-Marie Weir, Director
Texas HIPPY Center

225

00228

FORT WORTH



APPLICATION

May 10, 2002

Dear Sir or Madam

This is a letter of support for the East Fort Worth Montessori School. The City of Fort Worth supports the Before and After Care program with Community Development Block Grant (CDBG) funding. This agency has gone through a competitive Request for Proposal process in order to obtain support from the City and has successfully done so.

The agency's objective is to develop the whole child by helping them to develop skills by preparing them for classroom instruction, teaching decision making, encouraging positive communication, providing a nutritious meal and an interest in the arts and sciences.

The City of Fort Worth is presently funding and will fund East Fort Worth Montessori with CDBG for the program year beginning June 1, 2002 and ending May 31, 2003.

East Fort Worth Montessori is a one of a kind agency whose efforts and services are applauded by the citizens of the City of Fort Worth.

Sincerely,

Tamika Miller
Contract Compliance Specialist

INTER GOVERNMENTAL AFFAIRS AND GRANTS MANAGEMENT

THE CITY OF FORT WORTH * 1000 THROCKMORTON STREET * FORT WORTH, TEXAS 76102
FAX (817) 871-8383

Printed on recycled paper

00229



APPLICATION

A Partner of America's
Second Harvest

April 9, 2002

To Whom It May Concern:

Two years ago I became affiliated with the East Fort Worth (EFW) Montessori School. Each day a hot, nutritious evening meal is served to the children at the school through the Kids Café program. EFW was selected because of their commitment to the education of children. Every time I have visited I have seen excellence in the teaching, staff, curriculum, and maintenance of the facility. I have also observed that there is genuine care and concern for the well being of the children. Parents are treated as partners in the educational process and are extremely supportive of the school and its programs. Joyce Brown is an awesome educator who is always looking for new programs and opportunities that will enrich the children.

I highly recommend East Fort Worth Montessori School. It is truly a place where children are challenged, nurtured, and receive a quality education.

Sincerely,

A handwritten signature in cursive script that reads "Sonjia Dickerson".

Sonjia Dickerson
Kids Café Director

227

ALLIED COMMUNITIES OF TARRANT

"Let Justice Roll Down Like Waters . . ." Amos 5:24

May 13, 2002

To Whom it May Concern

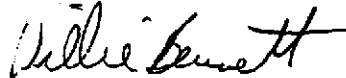
The East Fort Worth Montessori School is serving a population of children from low-income families with diverse backgrounds. Presently, EFW Montessori is the only preschool on the east side of Fort Worth providing a high quality, Montessori curriculum for this population.

Allied Communities of Tarrant(ACT) is a multi-faith, multi-cultural organization that has worked with schools and communities in Tarrant county for over 20 years. ACT originated the Alliance Schools Project which now has participating schools in 5 states.

EFW Montessori is one of ACT's Alliance Schools. ACT and EFW Montessori have worked together for over a year. ACT helped EFW Montessori to develop a strong support base within the community, and to develop a parent based organization that will address problems in the school as they arise. During the past year, we provided parent and teacher training around leadership development and organizing principles. The parents and community members identified several issues of importance to them and worked with the school to act on them. As a result, the parents met with their school board representative and worked together with the community to build a brand new playground. They then held the dedication of the playground amidst the most diverse audience of parents and community members that I have ever seen.

EFW Montessori School has made parents and community members active partners in the affairs of the school. We will continue to support this effort.

Willie Bennett



Lead Organizer, ACT

The Paper Plate, Inc.

651 Oriole Boulevard
Duncanville, Texas 75118
(972) 298-7888
(972) 298-1233 Fax

The Paper Plate, Inc. is a full-service foodservice company that is organized and incorporated by the State of Texas. The Company specializes in menu planning and offers school meals that meet National School Breakfast and Lunch program requirements to public charter and private schools.

At The Paper Plate, we believe that offering delicious school meals that meet or exceed federal nutritional requirements increases student participation in school meal programs, leads to higher meal consumption, and results in healthier students who are better prepared and able to learn and grow.

The Company's school meals are designed to incorporate culinary principles of taste and presentation, and focus on satisfying the tastes and preferences of student customers. The Company's breakfast and lunch menus are planned so that over the course of a week, age- and grade-appropriate nutrient standards are met. The Company has adopted school meal nutritional goals from the USDA School Meals Initiative for Healthy Children. Those goals include offering breakfasts that meet 1/4 and lunches that meet 1/3 of the Recommended Dietary Allowances, age appropriate calorie goals, and balanced nutrient contents set by the Dietary Guidelines for Americans for nutrients including calories, 30% or less of which are from fat, protein, calcium, iron, vitamin A, and vitamin C.

As your foodservice partner, The Paper Plate seeks to help your students learn about healthy food choices, appreciate food origins and cultural food history, and explore the preparation of simple, tasty, nutritious meals and snacks.

APPLICATION

The Company's core values include personal integrity, customer service, teamwork, accountability, and excellence. These values underlie and guide all of the Company's decisions and actions.

The Paper Plate is managed by a team of hardworking, honest, dedicated leaders who have committed their personal and professional time and talents to its success. Collectively, the management team has over thirty years of business experience concentrated in foodservice preparation and delivery, small business management, consumer goods sales and marketing, business accounting, and law. The management team is supported by a nutritionist, kitchen staff, and delivery personnel who work daily to create delicious menu selections, and ensure the safe preparation and delivery of every meal.



APPLICATION

**ATTACHMENT 16 Supporting Letters of Credit and Sources of
Private Funds**

—
231

00234

~~00233~~

Bank of America

APPLICATION



Bank of America
Fort Worth East
TX2-474-01
5651 East Lancaster
Fort Worth, TX 76112

Tel 817.496.7300
Fax 817.496.7345

May 24, 2002

To: Texas Education Agency
Ref: East Fort Worth Montessori School

The above referenced school East Fort Worth Montessori School are customers with Bank of America in good standing. They also have an existing investment account that serves as overdraft protection for the checking.

If you have any questions please feel free to call me at 817-496-7304.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen J. MacPherson".

Karen J. MacPherson
Vice President
Bank of America

00235

APPLICATION

Date: 5-23-02

Reference: EAST FORT WORTH MONTESSORI SCHOOL

Please consider this a written credit verification with the client listed below.

Customer Name: EAST FORT WORTH MONTESSORI SCHOOL

Checking: NONE

Opened _____ Balance _____ Average _____ NSF _____

Account is maintained : Excellent Satisfactory Poor

Commercial: ACCOUNT [REDACTED]

Opened 8-3-98

High Credit 10,000.00 Balance 0 Terms/Payment 0

Last Paid _____ Next Due _____

Payment History THIS WAS A REVOLVING LINE OF CREDIT THAT WAS NEVER USED.

Collateral LIFE INSURANCE POLICY

Comments LOAN WAS PAID OFF THE SYSTEM ON DECEMBER 29, 2000

Relationship Officer: DEBBIE KOENNECKI (on account)

Signature *Carla Kataway*

Sincerely,

Carla Kataway

Credit Officer
Woodhaven National Bank
Phone: (817) 496-6700
Fax: (817) 496-4122

00236

ATTACHMENT 17 Start-Up Budget

The following attachment includes the start-up budget.

East Fort Worth Montessori School
Summary of Estimated Revenues and Expenses

APPLICATION

Budget for the period	09/01/2003		to	08/31/2004
	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ -	\$ -	\$ -	\$ -
Total Estimated Revenues	\$ 121,500	\$ 28,500	\$ -	\$ 150,000
Estimated Expenses:				
6100 Payroll Costs	-	-	-	-
6200 Professional and Contracted Services	9,300	28,500	-	37,800
6300 Supplies and Materials	57,700	-	-	57,700
6400 Other Operating Costs	54,500	-	-	54,500
6500 Debt Expense	-	-	-	-
Other Expenses	-	-	-	-
Total Estimated Expenses	\$ 121,500	\$ 28,500	\$ -	\$ 150,000
Change in Net Assets	\$ -	\$ -	\$ -	\$ -
Net Assets at End of Year	\$ -	\$ -	\$ -	\$ -

00276

East Fort Worth Montsesori School
Schedule of Net Assets at Beginning of Year

Budget for the period

09/01/2003

to

08/31/2004

00239

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Net Assets at Beginning of Year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

East Fort Worth Montsesori School
 Schedule of Estimated Revenues

00240

Budget for the period

09/01/2003

to

08/31/2004

APPLICATION

Description of Estimated Revenues	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Start-up Grant	121,500	28,500	-	150,000
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Total Estimated Revenues	\$ 121,500	\$ 28,500	\$ -	\$ 150,000

[Insert Name of Charter School Here.]

East Fort Worth Montessori School

Schedule of Estimated Expenses

Budget for the period

09/01/2003

to

08/31/2004

00241

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6100 Payroll Costs				
6112 Salaries or Wages for Substitute Teachers	-	-	-	-
6119 Salaries or Wages -- Teachers and Other Professional Personnel	-	-	-	-
6121 Extra Duty Pay/Overtime -- Support Personnel	-	-	-	-
6129 Salaries or Wages for Support Personnel	-	-	-	-
6139 Employee Allowances	-	-	-	-
6141 Social Security/Medicare	-	-	-	-
6142 Group Health and Life Insurance	-	-	-	-
6143 Workers' Compensation	-	-	-	-
6145 Unemployment Compensation	-	-	-	-
6146 Teacher Retirement/TRS Care	-	-	-	-
6149 Employee Benefits	-	-	-	-
Total Payroll Costs	\$ -	\$ -	\$ -	\$ -

[Insert Name of Charter School Here.]

East Fort Worth Montessori School

Schedule of Estimated Expenses

00242

APPLICATION

Budget for the period

09/01/2003

to

08/31/2004

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6200 Professional and Contracted Services				
6211 Legal Services	-	-	-	-
6212 Audit Services	-	-	-	-
6219 Professional Services	-	18,000	-	18,000
6221 Staff Tuition and Related Fees -- Higher Education	-	6,800	-	6,800
6222 Student Tuition -- Public Schools	-	-	-	-
6223 Student Tuition -- Other than Public Schools	-	-	-	-
6229 Tuition and Transfer Payments	-	-	-	-
6239 Education Service Center Services	-	3,700	-	3,700
6249 Contracted Maintenance and Repair	4,500	-	-	4,500
6259 Utilities	-	-	-	-
6269 Rentals -- Operating Leases	4,800	-	-	4,800
6299 Miscellaneous Contracted Services	-	-	-	-
Total Professional and Contracted Services	\$ 9,300	\$ 28,500	\$ -	\$ 37,800

[Insert Name of Charter School Here.]

East Fort Worth Montessori School

Schedule of Estimated Expenses

Budget for the period

09/01/2003

to

08/31/2004

0020

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (Including Buses)	1,000	-	-	1,000
6319 Supplies for Maintenance and/or Operations	14,000	-	-	14,000
6321 Textbooks	-	-	-	-
6329 Reading Materials	18,000	-	-	18,000
6339 Testing Materials	2,000	-	-	2,000
6341 Food	-	-	-	-
6342 Non-Food	150	-	-	150
6343 Items for Sale	-	-	-	-
6344 USDA Donated Commodities	-	-	-	-
6349 Food Service Supplies	8,500	-	-	8,500
6399 General Supplies	14,050	-	-	14,050
Total Supplies and Materials	<u>\$ 57,700</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 57,700</u>

[Insert Name of Charter School Here.]

East Fort Worth Montessori School

Schedule of Estimated Expenses

00244

Budget for the period

09/01/2003

to

08/31/2004

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6400 Other Operating Costs				
6411 Travel and Subsistence – Employee Only	2,000	-	-	2,000
6412 Travel and Subsistence – Students	1,500	-	-	1,500
6413 Stipends -- Non-Employees	-	-	-	-
6419 Travel and Subsistence – Non-Employees	-	-	-	-
6429 Insurance and Bonding Costs	3,000	-	-	3,000
6449 Depreciation Expense	-	-	-	-
6494 Reclassified Transportation Expenses	48,000	-	-	48,000
6499 Miscellaneous Operating Costs	-	-	-	-
Total Other Operating Costs	<u>\$ 54,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 54,500</u>
6500 Debt Expense				
6521 Interest on Bonds	-	-	-	-
6522 Capital Lease Interest	-	-	-	-
6523 Interest on Debt	-	-	-	-
6529 Interest Expenses	-	-	-	-
6599 Other Debt Fees	-	-	-	-
Total Debt Expense	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Other Expenses				
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
[Enter description here.]	-	-	-	-
Total Other Expenses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Estimated Expenses	<u>\$ 121,500</u>	<u>\$ 28,500</u>	<u>\$ -</u>	<u>\$ 150,000</u>

startupbudget [expenses]

Notes on start-up

Certain expenses are not reflected in the first year because of an intent to include them in the proposal for the start-up grant. Montessori materials substitute for most textbook applications and would also be included in non-textbook instructional materials. They typically last 25 years with approximately \$45 per student consumable materials (worksheets, science lab materials etc.)

	Should Be	Acct Used
Montessori Materials for 2 classrooms	20000 instructional supplies	18K reading 2K testing
Additional Shelving, tables & chairs for classrooms	500 furniture	Supplies Maint & Operations
Contract services - training		
Elementary Montessori Certification x 2	6800 staff development	Staff Tuition - Higher Ed
PEIMS Training	1000 registration & travel	Travel & Sub - Employee
TAKS Workshops	1000 registration & travel	Travel & Sub - Employee
Special Field Trips - Environmental Studies Center	1500 Field trips	Travel & Sub - Student
Computer for classrooms	5800 Technology	General Supplies
MECS Software licenses	1200 Technology	General Supplies
PEIMS Computer, printer and software	10500 Admin Technology	Supplies maint & Operations
Maintenance Agreement 1st year on software	3700 Ed Svc Ctr	Ed Svc Ctr
Printers for classrooms (2)	450 Technology	General Supplies
Office Furniture (2 additional desks, chairs, locking file cabinets and storage)	1000 Admin supplies	Supplies maint & Operations
Copier lease (1st year)	4800 rental - op lease	Rental - Operating lease
Update the phone system	2500 contract maint & repair	Contract Maint & Repair
Security cameras in the classrooms	2000 contract maint & repair	Contract Maint & Repair
Equipment for the videography training program	6000 Technology	General Supplies
Bus with maintenance and insurance	52000 Transportation	48K - reclass transportation 3K insurance 1K gas
Ramp for one of the buildings - compliance	2000 contract maint & repair	Contract Maint & Repair
Specialized Reading Teacher (contract PT)	18000 Contract Svc Professional	Contract Svc Professional
Digital Cameras for documentation	600 Technology	General Supplies
Free/Reduced Food Program (95%)		
Commerical Refrigerator x 2	4000 Food program?	Food Program Supplies
1 food warmer	1500 Food program?	Food Program Supplies
Commerical dishwashers	3000 Food program?	Food Program Supplies
Trays	150 Food program	Non-food
	<u>150000</u>	

The start-up template would not allow certain entries (locked cells).

Notes to the right indicate where we put the funds until we can create a similar budget without the template

ATTACHMENT 18 Budget for Year One of Operation

The following attachment includes the budget for the first year of operation.

00246

East Fort Worth Montessori Academy**Summary of Estimated Revenues and Expenses**

Budget for the Fiscal Year Ended

08/31/2002

00247

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ -	\$ -	\$ -	\$ -
Estimated Revenues:				
5700 Local Sources	-	6,588	-	6,588
5800 State Sources	662,649	263,034	-	925,683
5900 Federal Sources	-	109,642	-	109,642
Other Sources	-	-	-	-
Total Estimated Revenues	\$ 662,649	\$ 379,263	\$ -	\$ 1,041,912
Estimated Expenses:				
6100 Payroll Costs	417,570	245,530	-	663,100
6200 Professional and Contracted Services	215,874	25,700	-	241,574
6300 Supplies and Materials	17,210	106,943	-	124,153
6400 Other Operating Costs	10,680	-	-	10,680
6500 Debt Expense	-	-	-	-
Total Estimated Expenses	\$ 661,334	\$ 378,173	\$ -	\$ 1,039,507
Change in Net Assets	\$ 1,315	\$ 1,091	\$ -	\$ 2,406
Net Assets at End of Year	\$ 1,315	\$ 1,091	\$ -	\$ 2,406

East Fort Worth Montessori Academy

Schedule of Local Revenues

Budget for the Fiscal Year Ended

08/31/2002

00249

APPLICATION

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets
5719	Local Property Taxes Passed Through By School Districts	-	-	-
5729	Local Revenues Resulting from Services Rendered to Other Schools	-	-	-
5741	Earnings from Permanently Restricted Net Assets and Endowments	-	-	-
5742	Earnings from Temporary Deposits and Investments	-	-	-
5743	Rent	-	-	-
5744	Gifts and Bequests	-	-	-
5749	Other Revenues from Local Sources	-	-	-
	[Enter description here.]	-	-	-
	[Enter description here.]	-	-	-
	[Enter description here.]	-	-	-
5751	Food Service Activity	-	-	-
5752	Athletic Activities	-	6,588	-
5753	Extracurricular/Cocurricular Activities Other than Athletics	-	-	-
5759	Cocurricular, Enterprising Services or Activities	-	-	-
	[Enter description here.]	-	-	-
	[Enter description here.]	-	-	-
	[Enter description here.]	-	-	-
5769	Miscellaneous Revenues from Intermediate Sources	-	-	-
	[Enter description here.]	-	-	-
	[Enter description here.]	-	-	-
	[Enter description here.]	-	-	-
	Total Local Revenues	\$ -	\$ 6,588	\$ -

East Fort Worth Montessori Academy

Schedule of State Revenues

Budget for the Fiscal Year Ended

08/31/2002

15200

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets
5811	Per Capita Apportionment	-	-	-
5812	Foundation School Program Act Entitlements	662,649	-	-
5813	Foundation School Program Act Incentive Aid	-	-	-
5819	Other Foundation School Program Act Revenues	-	232,214	-
5829	State Program Revenues Distributed by Texas Education Agency	-	30,820	-
5839	State Revenues from State of Texas Government Agencies	-	-	-
	[Enter description here.]	-	-	-
	[Enter description here.]	-	-	-
	[Enter description here.]	-	-	-
	Total State Revenues	\$ 662,649	\$ 263,034	\$ -

APPLICATION

<u>Total Net Assets</u>
-
662,649
-
232,214
30,820
-
-
-
<u>\$ 925,683</u>

00252

East Fort Worth Montessori Academy

Schedule of Federal Revenues

Budget for the Fiscal Year Ended

08/31/2002

00253

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets
5919	Federal Revenues Distributed Through Government Entities Other than State or Federal Agencies [Enter description here.] [Enter description here.] [Enter description here.]	-	-	-
5921	School Breakfast Program	-	38,916	-
5922	National School Lunch Program	-	70,726	-
5923	United States Department of Agriculture (USDA) Donated Commodities	-	-	-
5929	Federal Revenues Distributed by Texas Education Agency [Enter description here.] [Enter description here.] [Enter description here.]	-	-	-
5931	School Health and Related Services	-	-	-
5932	Medicaid Administrative Claiming Program	-	-	-
5939	Federal Revenues Distributed by Other State of Texas Government Agencies	-	-	-
5949	Federal Revenues Distributed Directly from the Federal Government [Enter description here.] [Enter description here.] [Enter description here.]	-	-	-
	Total Federal Revenues	\$ -	\$ 109,642	\$ -

APPLICATION

Total Net
Assets

-
-
-
38,916

70,726

-
-
-
-
-
-
-
-
-
-
-
\$ 109,642

00254

East Fort Worth Montessori School

Schedule of Estimated Expenses

Budget for the Fiscal Year Ended

08/31/2002

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6100 Payroll Costs				
6112 Salaries or Wages for Substitute Teachers	21,000	-	-	21,000
6119 Salaries or Wages -- Teachers and Other Professional Personnel	251,600	71,400	-	323,000
6121 Extra Duty Pay/Overtime -- Support Personnel	-	-	-	-
6129 Salaries or Wages for Support Personnel	141,670	118,000	-	259,670
6139 Employee Allowances	-	-	-	-
6141 Social Security/Medicare	-	46,181	-	46,181
6142 Group Health and Life Insurance	-	3,300	-	3,300
6143 Workers' Compensation	-	6,037	-	6,037
6145 Unemployment Compensation	-	612	-	612
6146 Teacher Retirement/TRS Care	-	-	-	-
6149 Employee Benefits	3,300	-	-	3,300
Total Payroll Costs	<u>\$ 417,570</u>	<u>\$ 245,530</u>	<u>\$ -</u>	<u>\$ 663,100</u>

00256

East Fort Worth Montessori School

Schedule of Estimated Expenses

Budget for the Fiscal Year Ended

08/31/2002

APPLICATION

00257

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6200 Professional and Contracted Services				
6211 Legal Services	1,000	-	-	1,000
6212 Audit Services	5,000	-	-	5,000
6219 Professional Services	36,700	24,000	-	60,700
6221 Staff Tuition and Related Fees -- Higher Education	-	1,700	-	1,700
6222 Student Tuition -- Public Schools	-	-	-	-
6223 Student Tuition -- Other than Public Schools	-	-	-	-
6229 Tuition and Transfer Payments	-	-	-	-
6239 Education Service Center Services	600	-	-	600
6249 Contracted Maintenance and Repair	20,954	-	-	20,954
6259 Utilities	23,220	-	-	23,220
6269 Rentals -- Operating Leases	128,400	-	-	128,400
6299 Miscellaneous Contracted Services	-	-	-	-
Total Professional and Contracted Services	<u>\$ 215,874</u>	<u>\$ 25,700</u>	<u>\$ -</u>	<u>\$ 241,574</u>

East Fort Worth Montessori School
Schedule of Estimated Expenses

00258

APPLICATION

Budget for the Fiscal Year Ended

08/31/2002

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (Including Buses)	1,200	-	-	1,200
6319 Supplies for Maintenance and/or Operations	4,700	-	-	4,700
6321 Textbooks	3,000	-	-	3,000
6329 Reading Materials	-	4,000	-	4,000
6339 Testing Materials	1,600	-	-	1,600
6341 Food	-	101,293	-	101,293
6342 Non-Food	-	850	-	850
6343 Items for Sale	-	-	-	-
6344 USDA Donated Commodities	-	-	-	-
6349 Food Service Supplies	-	800	-	800
6399 General Supplies	6,710	-	-	6,710
Total Supplies and Materials	<u>\$ 17,210</u>	<u>\$ 106,943</u>	<u>\$ -</u>	<u>\$ 124,153</u>

East Fort Worth Montessori School
Schedule of Estimated Expenses

Budget for the Fiscal Year Ended

08/31/2002

APPLICATION

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Estimated Expenses:				
6400 Other Operating Costs				
6411 Travel and Subsistence -- Employee Only	5,180	-	-	5,180
6412 Travel and Subsistence -- Students	-	-	-	-
6413 Stipends -- Non-Employees	900	-	-	900
6419 Travel and Subsistence -- Non-Employees	-	-	-	-
6429 Insurance and Bonding Costs	4,600	-	-	4,600
6449 Depreciation Expense	-	-	-	-
6494 Reclassified Transportation Expenses	-	-	-	-
6499 Miscellaneous Operating Costs	-	-	-	-
Total Other Operating Costs	<u>\$ 10,680</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10,680</u>
6500 Debt Expense				
6521 Interest on Bonds	-	-	-	-
6522 Capital Lease Interest	-	-	-	-
6523 Interest on Debt	-	-	-	-
6529 Interest Expenses	-	-	-	-
6599 Other Debt Fees	-	-	-	-
Total Debt Expense	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Estimated Expenses	<u><u>\$ 661,334</u></u>	<u><u>\$ 378,173</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,039,507</u></u>

00259

ATTACHMENT 19 Business Procedures Handbook

The following attachment includes the Business Procedures Handbook for East Fort Worth Montessori.

East Fort Worth Montessori School
Business Procedures Handbook

PROCEDURE FOR HANDLING CASH RECEIPTS

Receipt Writing and Check Endorsement

1. All cash and checks must have a duplicate pre-numbered receipt written immediately upon receiving funds, showing the date, name of the person from whom the funds were received, reason for the payment, the amount, whether the payment is cash or check, and relevant check or money order numbers. If payment is being made on behalf of a student, the student's name must also appear on the receipt. In the case of payments for the National School Lunch Program (NSLP), the dates of meals purchased should be indicated.
2. Transfer the number from the receipt book to the front of a check or money order. The original receipt is to be given to the person from whom the money is received. The office must retain the duplicate copy.
3. Endorse all checks and money orders immediately with the endorsement stamp.
4. Receipts must be written in ink and under no circumstances should a receipt be erased or written over. If an error is made, both copies of the receipt should be marked "VOID" and the amount obliterated. Both copies of the voided receipt should then be included in the daily cash receipts report. A file copy will be kept of all voided receipts.
5. All cash receipts must be deposited. No expenditures are allowed out of cash receipts.

Daily Cash Receipts Envelope – Exhibit "A"

1. Add all cash and payments received together and record the figure on the Daily Cash Receipts Envelope. If handling currency, have another staff member witness at the time of counting and verifying the payments.
2. Divide the receipt copies by payment reason (e.g. lunch payment). Make up deposit slips. Deposit National School Lunch Program payments on a separate deposit slip from other types of cash receipts. Make sure that the names (and check number if there is one) appear on the deposit slips.
3. Enter the amount of the actual deposit(s) and compare that amount to the total receipt copies. If the amounts differ, record an overage or shortage in the proper space on the envelope.
4. A procedure for reporting all cash receipts will be established with Region IV. The report will include the copies of the deposit slips with the bank endorsement and a summary of the types of payments represented in each deposit.

00261

APPLICATION

EXHIBIT "A"

CASH RECEIPTS

Report No. _____

Clerk _____

Date _____

Original Receipts From No. _____ Through Number _____

Total of Receipts		
Amount of Deposit		
<input type="checkbox"/> Over <input type="checkbox"/> (Short)		

Enclose Original Receipts and Bank Deposit Slip.

INSERT IN THIS ENVELOPE:

1. Duplicate Copy of All Cash receipts for the day including VOIDED receipt tickets, all three copies.
2. Bank verified copy of the DEPOSIT SLIP.

NOTE: Give to the Business Office DAILY.

00067

POLICY ON FEE SETTING (Establishing the Fee Structure)

As a charter school, EFWMS does not collect tuition. Fees may be collected for field trips or special programs. The following criteria are established for EFWMS in order to cover the operating expenses for each special program.

1. Each program must be costed to reflect the entire amount of expenses to be incurred, as basis for establishing any fees to be charged.
2. For annual programs or those that continue from year-to-year, care must be exercised in reviewing the program expenses to make sure that all anticipated costs are covered.
3. Each program must stand on its own and balance revenues against expenses, including any contributions that may be used.
4. For special programs requiring annual Board approval, all documentation that supports the fee structure must accompany the budget at the time of presentation.

See Form #1

Worksheet – INDIVIDUAL PROGRAM COST ANALYSIS SHEET

Records

A master record will be kept on each payment received, including information on the payer (contributor, student, organization). All payments from the pre-numbered standard receipt copies are recorded as payments to the master records on a daily basis. The master records must show the date paid, the amount paid, the receipt number, the reason for payment, and any balance owing to EFWMS after payment is made. The master records will be organized according to family account and then by other organizations and vendors. In addition to recording cash receipts in the master records, a computer posting will be made for any National School Lunch Program (NSLP) payments so any student (family) balance can be carried forward. Also, summary information on the entire NSLP can be obtained at any time.

These records will be provided to Region IV on an established schedule that allows timely posting and reporting. Based on information from EFWMS, Region IV accounting personnel will post all payments and guarantee that the proper account coding according to the PEIMS Data Standards is utilized.

Master records will be kept for three (3) years. Annual auditing will include a review and comparison of master records to physical receipts.

Bad Checks Procedures

When a check is received, the original receipt number will be written on the check. The check will go through the regular deposit procedures, including being entered into the master records. All official posting will be carried out at Region IV.

When a bad check is returned, EFWMS must make all efforts to collect.

When it is determined that a check is not collectible, an entry must be made into master records showing that the check was returned and is not collectible. The original check, together with an explanation, will be stapled to the family page in the master records and copies will be sent to Region IV for proper posting.

When a bad check is collected, an appropriate entry must be made into the master records. A new deposit will be made up following the regular cash receipts procedures, and copies of the deposit slip, the check, and an explanation will be sent to Region IV for proper posting.

All bad checks will be handled as quickly as possible.

INDIVIDUAL PROGRAM COST ANALYSIS SHEET

APPLICATION

ACTIVITY, EVENT, TOUR, ETC.

ACCT # DIRECT INCOME

_____	@ _____	\$ _____	
_____	@ _____	\$ _____	
_____	@ _____	\$ _____	

TOTAL \$ _____

DIRECT EXPENSES

7000 SALARIES (Extra Just for Program/Event)

1	_____	\$ _____	x _____	= \$ _____	
2	_____	\$ _____	x _____	= \$ _____	
3	_____	\$ _____	x _____	= \$ _____	

TOTAL SALARIES \$ _____

7200 BENEFITS: TOTAL SALARIES \$ _____ x _____ % = \$ _____

7300 PROFESSIONAL FEES (List) Individuals and Amounts

_____	\$ _____	
_____	\$ _____	

TOTAL PROFESSIONAL FEES \$ _____

7400 SUPPLIES (List)

1. Food (Not Meals)	\$ _____	
2. Program	\$ _____	
3. Other Supplies	\$ _____	

TOTAL SUPPLIES \$ _____

7500 TELEPHONE _____

7600 POSTAGE (Itemize) _____

7700 RENT OF SPACE (for program) _____

7800 PROMOTION (Itemize)

1. Printing	\$ _____	
2. Advertising	\$ _____	

TOTAL PROMOTION \$ _____

7900 TRAVEL (Itemize)

Mileage for staff _____ @ \$ _____	\$ _____	
Vehicle operating cost	\$ _____	
Rental of vehicle	\$ _____	
Meals	\$ _____	
Hotel	\$ _____	

TOTAL TRAVEL EXPENSES \$ _____

8600 MISCELLANEOUS EXPENSE (Itemize)

_____	\$ _____	
_____	\$ _____	

TOTAL MISCELLANEOUS EXPENSES \$ _____

TOTAL DIRECT EXPENSES \$ _____

INDIRECT EXPENSES (For event factor in administrative proration of staff time and office)

Total Direct Expenses x _____ % = \$ _____

TOTAL EXPENSES \$ _____

NET SURPLUS OR (DEFICIT)

(Subtract Total Expenses from Income)

\$ _____

00265

CHECK CASHING POLICY

1. Checks may be accepted for the following purposes only:

Payment of student lunch fees, payment of student special program fees (field trips, etc.) contributions, contract payments, or grant reimbursements.

2. No checks may be cashed from EFWMS funds, including petty cash funds. Any official or employee of EFWMS cashing checks shall be personally liable for such checks cashed, endorsed or approved by him/her.

3. Under no circumstances shall any check made payable to "EFWMS," the Treasurer, or any other EFWMS designee be cashed from EFWMS funds. All checks must be deposited in the bank account for collection and disbursement in the usual fashion.

PURCHASES AND INVOICE PAYMENT

The Director/CEO must approve all purchases made on behalf of the school in advance. For purchases, other than regular bills (utilities, rent, etc.) in excess of \$1000, multiple bids will be obtained and reviewed. The Board of Directors must approve purchases in excess of \$5000.

1. For regular expenses, such as utility bills or rent, the original bills, together with any backup information will be provided to the Director. All original invoices must be marked "Okay to Pay" and signed by the Director. No disbursement checks will be issued for payment of statements. All invoices must be for original charges.
2. All other expenses must be approved in advance by the Director/CEO. A record of approved purchases will be kept. Receipts presented for payment without prior approval may be denied. A budget will be indicated for single purchases of supplies when the exact amount of the purchase is not known in advance (e.g. shopping for paper products from SAM's Wholesale Club).
3. Original packing slips from all deliveries will be attached to original invoices. At the time of delivery, a staff member must verify the contents of the delivery against the packing slip or delivery ticket from the vendor. Check requests will be created to accompany the original documentation. Check requests will be approved by the Director, and all originals will be initialed at the time of approval.

PREPARATION OF AN INVOICE FOR PAYMENT

1. When an invoice is received, any explanations, orders or back-up information will be attached to the invoice and given to the Director/CEO. Any reason for purchase or explanation of special coding will be marked on the original invoice. The Director/CEO will review the invoice and any backup material, mark the invoice "Okay to Pay" and sign it.
2. All invoices are to be processed immediately. Invoices are not to be held, even if an order is only partially filled. In the case of partial orders, pay for the amount received and wait for the back order invoice to pay for the remainder of the shipment. Do not pay for merchandise before it is received.

CASH DISCOUNTS

Many invoices indicate cash discounts if paid within a specified number of days from the date of the invoice, or by the 10th of the next month. Every effort should be made to see that these invoices reach the business office immediately so that the discounts can be obtained.

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East Fort Worth Montessori School
Business Procedures Handbook

LATE PAYMENTS

Some vendors charge percentage rates in addition to the amount billed if payments are not received on time. It is important to be prompt in sending bills to the business office to allow enough time to process checks and mail them to the vendor.

CHECK REQUESTS AND DISBURSEMENT AUTHORIZATION

A Check Request form should be used for the following purposes:

1. Checks to staff for expenses, such as conferences, for which there would be no invoice.
2. Checks for refunds, provided original store or vendors receipts are submitted for items approved by the Director/CEO.
3. Checks for magazine subscriptions, dues or other indebtedness when the notice of payment due must be returned with the check in payment (a photocopy of the invoice returned).

A Check Request form should be filled out in ink, with proper approval by the Director/CEO. There must be a clear statement as to the purpose of the check and the type of expense. If possible, the check request should be typed to avoid errors in the spelling of the payee name or address.

See Form #2 – CHECK REQUEST

DISBURSEMENTS

1. When the proper documentation (check requests, original invoices or receipts, backup information) has been presented to Director/CEO and approved, a check may be cut.
2. Pre-printed, pre-numbered checks will be used. Carbon copies of the checks will be kept in chronological order. Adequate information will be marked on the check to verify invoices or receipts paid and to identify proper account coding. A separation of duties will be determined between the approval of purchases and invoices, and the check cutting, check signing, and posting of financial data, to include the Director/CEO, the Business Manager, clerks, accounting personnel at REGION IV, and a Board member as needed.
3. The documentation (original invoices or receipts) will be marked "Paid" with an official cancellation stamp. The check number, date, and information required for account coding will be marked on the original invoice or receipt.

00268

REQUEST FOR CHECK

APPLICATION

DATE OF REQUEST _____

DATE CHECK NEEDED _____

AMOUNT OF CHECKS _____

CHECK PAYABLE TO:

NAME _____

ADDRESS _____

CITY _____

STATE _____ ZIP _____

REASON FOR CHECK _____

*****ATTACH APPROPRIATE DOCUMENTATION*****

DISTRIBUTION:

Return Mail

Return to: _____

Special Handling Instructions: _____

Account Distribution: _____

Person Requesting Check

Approved - Executive Director

00269

East Fort Worth Montessori School
Business Procedures Handbook

4. Pre-designed forms from Region IV will be prepared with the proper information for posting the checks to the disbursements journal. All disbursement information will be sent to Region IV at regular intervals, and Region IV accounting personnel will post the transactions and guarantee that the correct account codes are used, according to the TEA financial guidelines and the PEIMS Data Standards.
5. Source documentation (cancelled invoices and receipts) will be kept in payables files, organized by vendor or payee, for auditing purposes.

PAYROLL DISBURSEMENTS

Source information from the approved EFWMS budget and personnel files will be provided to accounting personnel at REGION IV. All physical payroll functions will be carried out by REGION IV, including the processing of payroll checks, time tracking, tax obligations, and Teacher Retirement System (TRS) reporting and payments. The results of this accounting will be included in the standard reports submitted to the EFWMS Director/CEO and subsequently presented to the Board of Directors.

FINANCIAL MANAGEMENT REPORTING

REGION IV will supply forms required for all accounting information to be submitted to them. The accounting personnel at REGION IV will be responsible for posting all cash receipts, disbursements, and payroll transactions, and for completing all tax forms, bank reconciliation, TRS payments and reporting, and making journal entries as requested or required. REGION IV will produce monthly financials, including a Balance Sheet, Detailed Income Statement (including budget vs. actuals), General Ledger, and Cash Flow Position reports. These reports will be reviewed by the Director/CEO, and once finalized, presented to the Board of Directors on a monthly basis.

JOURNAL ENTRIES

Should a journal entry be required to correct a posting (e.g. to transfer responsibility for an expense from one department to another, to re-classify the type of expense, or to process a returned check) a Journal Entry form should be completed. The Journal Entry form, together with any back-up documentation, should be approved by the Director/CEO and forwarded to REGION IV for posting. A file of journal entry requests will be kept and a copy of individual journal entry requests will be attached to the documentation of the original entry for audit purposes.

See JOURNAL ENTRY FORM

JOURNAL ENTRY FORM

EAST FORT WORTH MONTESSORI		JOURNAL ENTRY MEMORANDUM FORM		DATE			
DESCRIPTION OF ENTRY	FUNCT/ DEPT.	ACCOUNT	FUND	CHARGE		CREDIT	
Journal Entry Memo May Be Used For Accounting Correction, Transfer Between Departments or Between Accounts			Charge Approved By:		Credit Approved By:		

PHYSICAL INVENTORIES

EFWMS staff is required to take an accurate physical inventory of furniture, fixtures, materials, and equipment prior to the end of each fiscal year and these inventories must be turned in to the Business Manager. Inventories stating "same as last year" will not be accepted.

Annual inventories will provide the needed information for insurance purposes in the event of a physical loss due to fire, theft, etc., and are required by the auditors for the accounting records.

The Furniture, Fixtures, And Equipment Inventory Sheets will require the following information:

- Description of the item
- Property or Manufacturing Serial number
- Quantity of the same type of item
- Condition Code
 - N = New (1 year old or less)
 - U = Used (over 1 year old)
 - G = Good
 - F = Fair
 - P = Poor
- The code shall consist of two (2) letters; the first will indicate whether an item is new or used, and the second letter will indicate the condition of the item (e.g. NEW and GOOD items will be labeled "NG").
- Estimate the value (as accurate as possible – the fair market value).
- Subtotal each page and Total the entire inventory.

See FURNITURE, FIXTURES AND EQUIPMENT INVENTORY Form

FURNITURE, FIXTURES AND EQUIPMENT INVENTORY

FLOOR _____ ROOM _____ DATE _____

DESCRIPTION	PROPERTY or SERIAL NO.	QUANTITY	CONDITION CODE	VALUE

CONDITION CODE

N-NEW
U-USED

G-GOOD
F-FAIR
P-POOR

Use two letters either new or used and the condition.

EMPLOYEES EXPENSE REPORT

The purpose of an expense account is to reimburse an employee for EFWMS incurred and approved expenses in pursuit of his/her duties as required and/or requested by EFWMS, which are in excess of his/her normal personal expenses.

Lodging

Employees are entitled to reimbursement of the cost of hotel/motel rooms at reasonable rates when on EFWMS business overnight and away from assigned headquarters.

The bill must be itemized showing the daily rate, and be accompanied by receipts on which all personal expenses, not chargeable to EFWMS, have been deleted.

Transportation

Airline tickets should be purchased through an airline.

Cost of other transportation, such as a bus or taxi to and from the airport, essential to execution of a necessary trip, should be included. These costs are to be supported by receipts. Costs of this type are to be listed as a separate expense item. An explanation of the purpose of the trip should be shown on the expense report.

Personal Meals

The cost of personal meals (reasonable cost) when away on EFWMS business overnight is reimbursable.

List each meal separately on a different line of the expense form and designate which meal (e.g. lunch). Tips are not to be included in the cost of the meal.

Automobile Mileage

A separate Mileage Record Sheet should be completed. Total the mileage and compute the amount reimbursable at the current rate per mile. Enter this amount into the Employee Expense Account form showing the date and total amount to be reimbursed. Mileage Records Sheets should be attached to Expense Report Forms.

SUBMITTING THE EMPLOYEE EXPENSE REPORT

Prepare the form with attached documentation as indicated and submit it to the Director/CEO for approval. Incomplete and improperly prepared reports will not be accepted. If more than one page is needed to complete an Expense Report, number the pages and total the last page. All receipts and supporting documents are to be attached to the Expense Form in chronological order. Expense Reports should be submitted on a current month basis – not carried over from one month to the next.

EXPENSE ADVANCES

If it is necessary to request an expense advance, the staff member will:

- Submit a check request (Form #2) for the amount of the advance. The proper forms for an employee advance will be submitted to REGION IV for posting to the accounts.
- Once the Expense Report has been turned in, this additional documentation will be forwarded to REGION IV.

See Form #3 – EMPLOYEE EXPENSE REPORT

00275

Employee Name _____

APPLICATION

Address: Street _____ Trip Begins _____ am or pm
 City, _____
 State, ZIP _____ Trip Ends _____ am or pm

Purpose & Destination of Travel _____

Date	Airfare	Taxi/ Shuttle	Mileage/ Parking	Registr. Fee	Per Diem	Other	Total
TOTAL							

Total Trip Expenses Incurred: \$ _____

Prepaid Expenses: Airfare (Acct. # _____) (_____)
 Registration Fees
 (Acct. # _____) (_____)
 Advance (Acct. # _____) (_____)
 Other (Detail _____)
 (Acct. # _____) (_____)

Balance due Employee or TBC (Circle one) \$ _____

If Balance due TBC Employee, receipt number # _____
Account to be charged: _____

Dept.	Accounts	Amount

This is to certify that all expenses submitted are properly chargeable.

Employee Signature _____ Date _____ Supervisor's Approval _____ Date _____

EMPLOYMENT PROCEDURES

1. At the time of employment each employee will be given a letter of agreement/contract and a copy of the Employee Handbook, which includes personnel policy.
2. At the time of employment, the following forms must be completed and sent to the Business Office. An employee cannot be paid until all appropriate forms are on file with the Business Office.
 - Personnel Information Form
This form is used for any status change – hire, change of address, change of name, change of position, salary determination, exemption reporting, or termination.
 - FORM W-4 – Employee's Withholding Exemption Certificate
 - FORM I-9 – Immigration Status together with identification required
 - Permission for Criminal Background Check
 - Employee Application
 - Proof of Certifications
 - Acknowledgement of Equal Opportunity Employment Statements

INSURANCE

The Board of Directors is responsible for the selection of kinds and amounts of insurance coverage to be placed on EFWMS.

The responsibility for administering the insurance program is vested in the Director/CEO. At all times the school will be in compliance with the minimum standards required by Child Care Management System.

Types of Coverage

EFWMS has the types of coverages listed below and described briefly on the following pages.

1. General Liability
2. Worker's Compensation
3. Auto Insurance
4. Fidelity Bond
5. Burglary and Robbery
6. Fire Insurance (Building Contents)

General Liability

General liability is used to protect EFWMS from personal injury or property damage claims arising out of the conduct of our activities with the general public. It covers operations at the premises as well as some activities away from the premises.

Worker's Compensation – Employee's Liability Insurance

Worker's Compensation insurance is paid by an employer to cover and provide benefits to employees injured in the course of their occupation. A Worker's Compensation policy basically states that the insurance carrier, or company, will do for the insured whatever the Worker's Compensation laws of the State say the insured will do for the employee in the event of an injury.

Worker's Compensation policy premiums are based upon the payroll of the insured and a rate set by the Worker's Compensation Board applicable to the operation of the type of business.

The policy in itself is rather simple in that there are not many options or changes that can be made in it. It is true that the benefits under the policy are quite varied, depending upon the nature of the accident and the law covering the specific case. In general, it can be stated that operations and medical expenses of almost any nature are taken care of by the policy when an employee is injured while the employee is actively engaged in work for EFWMS.

Auto Insurance

The Auto Insurance Policy covers both the liability insurance and physical damage to specified vehicles as listed in the schedule.

Fidelity Bond Coverage

This coverage is designed to protect EFWMS from losses arising out of the infidelity of employees.

Mercantile Robbery

This policy is to cover theft and robbery.

Fire Insurance

This policy covers fire, riot, vandalism, and some natural disasters.

... of employee is absent from work more than one day.
 Upon termination of incapacity to employee or if incapacity extends beyond
 daily day period, make supplemental report.
 ... of \$1,000 may be assessed for failure to comply with these instruc-
 ... 7, Article 1307, Employers Liability Law).

Carrier:	_____
For:	Employer: _____
APPLICATION	
Carrier's File No.	_____
(The spaces above are not to be completed by the Employer)	

1. Name of Employer _____ Telephone # _____

2. Office address, No. and St. _____ City or Town _____ State _____ Zip Code _____

3. Insured by _____ Policy No. _____

4. Give nature of business (or article manufactured) _____

5. (a) Location of plant or place where accident occurred, # and Street _____ City _____
 Did accident occur on employer's premises? Yes No. County _____ State _____ Zip Code _____
 Department where injured _____ Department regularly employed in _____

(b) If injured in a mine, did accident occur on surface, underground, shaft, drill or mill? _____

6. Date of injury _____ 19 _____ Day of Week _____ Hour of Day _____ A.M. _____

7. First day unable to labor _____ 19 _____ A.M. _____ P.M. 8. Was injured paid in full for this day? _____

9. When did you or foreman first know of injury? _____ 10. Name of foreman _____

Full First Name _____ Middle Initial _____ Last Name _____

11. Name of injured _____ Social Security No. _____

12. Address: No. and St. _____ City or Town _____ State _____ Zip Code _____

13. Telephone No. _____ Telephone No. Friend or Relative _____ Speak English Yes

14. (a) Age _____ (b) Sex _____ (c) Marital Status _____ (d) Minor Children _____

15. (a) Occupation when injured _____ (b) Was this his or her regular occupation? _____
 (If not, state in what department or branch of work regularly employed) _____

16. (a) How long employed by you _____ (b) Piece or time worker _____ (c) Wages per hour \$ _____
 (a) No. hours per day _____ (b) Wages per day \$ _____ (c) No. days worked per week _____ (d) Average weekly earnings \$ _____
 If board, lodging, fuel or other advantages were furnished in addition to wages, give estimated market value per day, week or month _____

18. Was injured employee officer, director, partner, or owner? _____

19. Machine, tool or thing causing injury _____ 20. Kind of power (hand, foot, steam, etc.) _____

21. Part of machine on which accident occurred _____

22. (a) Name the safety appliance or regulation provided _____ (b) Was it in use at time? _____

23. Was accident caused by injured's failure to use or observe safety appliance or regulation? _____

24. Describe fully how accident occurred, and state what employee was doing when injured _____

25. Names and addresses of witnesses _____

26. Describe the injury or illness in detail and indicate the part of body affected _____

27. Probable length of disability _____ 28. Has injured returned to work? _____
 If so, date and hour _____ At what wage \$ _____

29. At what occupation? _____

30. (a) Name and address of physician (if known) _____
 (b) Name and address of hospital (if known) _____

Has injured died? _____ If so, give date of death _____

report _____ Firm Name _____

Signed by _____ Official Title _____

and the specified copies to your Workers' Compensation
 carrier and the injured employee. Please read instruction
 sheet CAREFULLY, giving special attention to items marked
 with an asterisk (*).

TWCC CLAIM # _____
 CARRIER'S CLAIM # _____

EMPLOYER'S FIRST REPORT OF INJURY OR ILLNESS

1. Name (Last, First, M.I.) DOE, JOHN B.		2. Sex F <input type="checkbox"/> M <input checked="" type="checkbox"/>		15. Date of Injury (m-d-y) 05 - 19 - 93		16. Time of Injury 10:00 am <input checked="" type="checkbox"/> pm <input type="checkbox"/>		17. Date of Last Time Began (m-d-y) 05 - 20 - 93							
3. Social Security Number [REDACTED]		4. Home Phone 612345-6789		5. Date of Birth (m-d-y) 01 - 23 - 45		18. Nature of Injury* STRAIN		19. Part of Body Injured or Exposed* LOWER BACK							
11. Does the Employee Speak English? If No, Specify Language YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>					20. How and Why Injury/Illness Occurred* Employee was assisting in the installation of commercial A/C unit. He was lifting heavy equipment and strained his back.										
6. Race White <input checked="" type="checkbox"/> Black <input type="checkbox"/> Asian <input type="checkbox"/>			8. Ethnicity Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Other <input type="checkbox"/>		21. Was employee doing his regular job? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		22. Worksite Location of Injury (stairs, dock, etc.)* Job Site								
7. Mailing Address Street or P.O. Box 123 Main Street City: Anywhere State: TX ZIP Code: 01234 County: Palo Pinto					23. Address Where Injury or Exposure Occurred Name of business if incident occurred on a business site Street or P.O. Box 789 Building St. County Palo Pinto City: Anywhere State: TX ZIP Code: 01234										
10. Marital Status Married <input checked="" type="checkbox"/> Widowed <input type="checkbox"/> Separated <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/>					24. Cause of Injury (fall, tool, machine, etc.)* Lifting Equipment										
9. Number of Dependent Children 3		12. Spouse's Name Jane			25. List Witnesses Bill Smith 145 Main Street Anywhere, TX 01234										
13. Doctor's Name Dr. Timothy Smith (512) 459-0000 Doctor's Mailing Address (Street or P.O. Box) 456 Cutter Lane City: Anywhere State: TX ZIP Code: 01234					26. Return to work date/expected (m-d-y) UNKNOWN					27. Did employee die? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		28. Supervisor's Name Bill Smith		29. Date Reported (m-d-y) 05-19-93	
3. Date of Hire (m-d-y) 01-01-80		31. Was employee hired or recruited in Texas? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			32. Length of Service in Current Position Months 4 Years 13			33. Length of Service in Occupation Months 4 Years 13							
4. Employee Payroll Classification Code 0000					35. Occupation of Injured Worker Foreman										
6. Rate of Pay at this Job \$ 10.00 Hourly \$400.00 Weekly			37. Full Work Week is: 40 Hours 5 Days		38. Last Paycheck was: \$800.00 for 80 Hours or 10 Days			39. Is employee an Owner, Partner, or Corporate Officer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>							
8. Name and Title of Person Completing Form Jane Smith, Secretary					41. Name of Business Smith Bros. A/C										
2. Business Mailing Address and Telephone Number Street or P.O. Box P.O. Box 357 City: Anywhere State: TX ZIP Code: 01234 Telephone: 612345-6789					43. Business Location (if different from mailing address) Number and Street 246 E. West Street City: Anywhere State: TX ZIP Code: 01234										
4. Federal Tax Identification Number 98-7654321			45. Primary Standard Industrial Classification (SIC) Code* (4 digit) 0123		46. Specific SIC Code* (4 digit) 4567		47. Texas Comptroller Taxpayer No. 1-98-7654321-1								
5. Workers' Compensation Insurance Company Texas Workers' Compensation Insurance Fund					49. Policy Number TSF-100100-00										
13. Did you request accident prevention services in past 12 months? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> If yes, did you receive them? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>															
Signature and Title (READ INSTRUCTIONS ON INSTRUCTION SHEET BEFORE SIGNING) X <u>Jane Smith, Secretary</u> Date <u>5/20/93</u>															

REPORT OF ACCIDENT TO NON-EMPLOYEE

TURN IN TO BUSINESS OFFICE WITH 24 HOURS OF ACCIDENT.

APPLICATION
Date _____

FULL NAME OF INJURED _____

ADDRESS OF INJURED _____

AGE _____ SEX _____ OCCUPATION _____

WHERE DID ACCIDENT OCCUR? _____ ADDRESS _____

TIME OF ACCIDENT _____ AM
PM DATE OF ACCIDENT _____

DESCRIBE FULLY HOW ACCIDENT OCCURRED: _____

NATURE AND EXTENT OF INJURIES, IF KNOWN: _____

WHERE WAS INJURED TAKEN? _____ PARENTS NOTIFIED? _____

NAME OF PHYSICIAN: _____

ADDRESS OF PHYSICIAN: _____

NAME OF HOSPITAL: _____

NAME OF STAFF PERSON IN CHARGE: _____

OTHER WITNESSES OR ATTENDANTS: _____

Signature of Employee

Received at Business Office:

By _____ Reports mailed/filed: _____

CAPITAL ASSET MANAGEMENT

The EFWMS considers the preservation of its capital assets to be a primary consideration in fiscal planning and policy. EFWMS endorses the concept of accounting for the disposition of all capital assets. In order to account for the disposition of capital assets, the following policies and procedures have been established.

Policy Regarding Capital Assets

Any capital asset, e.g. furniture, fixtures, equipment or vehicles, whose original unit cost was \$500.00 or more, cannot be disposed of in any way without the authorization of the Director/CEO and the Board of Directors.

Procedures

On the special CAPITAL ASSET DISPOSITION REQUEST, fill out all applicable areas of the form, including:

1. Description of the Capital Asset
2. Reason for Disposition
3. Type of Disposition
 - Sales price
 - To whom the asset will be sold
 - Where the asset will be going if surveyed as junk
 - List the name and address of the person or company the assets
4. If the person acquiring the asset is an EFWMS employee, write 'yes' in item 4 of the form.

The Director/CEO must sign and date the request and attach it to the Minutes of the Board of Directors meeting wherein the disposition is approved.

REGION IV will supply forms for source information regarding assets and appropriate accounting entries (e.g. depreciation) will be maintained.

See CAPITAL ASSET DISPOSITION REQUEST

CAPITAL ASSET DISPOSITION REQUEST

APPLICATION

1. Description of Capital Asset(s): (Include tag #, serial #, model, etc.)

Is item on capital asset inventory? _____ (YES or NO)

2. Reason of Disposition:

3. Expected date of disposition _____
Month Day Year

4. Type of Disposition:

(A) The asset will be sold to: _____
Name

Street Address

City State ZIP Code

5. The asset will be survey as junk to:

Name

Street Address

City State ZIP Code

- 6. a. Is the person acquiring the asset a EFWMS employee? Circle one YES NO
- b. Is the person a relative of a EFWMS employee? Circle one YES NO
- c. Is the person a member of the Board of Directors? Circle one YES NO

7. Approvals:

Be sure the Minutes of te Board of Directors meeting approving the disposition is attached.

Executive Director:

Signature

Date

Board Chairman

Signature

281

Date

00284

STATE SALES TAX

EFWMS Purchases

EFWMS is exempt from paying sales tax and the attached Exemption Certificate should be given to vendors from whom we purchase. Certificate is available at the Business Office.

Merchandise for Sale

The EFWMS must collect the prevailing rate of sales tax for merchandise sold.

It is understood that as a 501(c) 3 non-profit organization, we are only allowed two fund-raising activities per year from which we are tax exempt.

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency East Fort Worth Montessori	
Address (Street & number, P.O. Box or Route number) 2717 Putnam St.	Phone (Area code and number) (817) 496-3003
City, State, ZIP code Fort Worth, TX 76112	

I, the purchaser named above, claim an exemption from payment of sales and use taxes for the purchase of taxable items described below or on the attached order or invoice form:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

**501c(3) - Non-profit organization - educational
75-2733968**

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser	Title	Date
		Director/CEO	

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

00286

DONATED SERVICES

EFWMS is required to report the value of services performed for the school at no cost or partial cost (in-kind contributions).

In order to determine whether or not we report certain services, certain criteria must be met. Reflect as a contribution if:

- Services are a normal part of functions otherwise performed by staff,
- The School exercises control over employment and duties performed,
- There is a clearly measurable basis for the value assessed.
- Note: Do not include fundraising volunteers

Examples of reportable donated services:

- Neighborhood Youth Corps
 - Work Study Program
1. The school must track hours worked, rate of pay per hour, and total dollars paid for workers from these programs, and report this information to the donating agency.
 2. Records should be kept on a monthly basis and turned into the Business Office prior to year-end for inclusion in the financial statements.
 3. The DONATED SERVICES or DONATED MATERIALS forms should be completed for any full or partial donation. Contributors should be provided with a 'verification of tax-exempt donation letter' that includes the language approved by the IRS for charitable donations (e.g. that no goods or services were provided in exchange for the donation). Correct contact information should be kept on file for this purpose.
 4. Copies of the donation forms will be provided to the accounting personnel at REGION IV for coding and entry into the financials.

See DONATED SERVICES and DONATED MATERIALS forms.

CONTRACT LABOR PROCEDURES

Written agreements will be maintained between contract services providers who work with the school or the children throughout the year. One-time contract services will require a single invoice from the provider.

For contract labor the following procedures apply:

1. Persons serving the children directly must be associated with an organization that has a fidelity bond and performs criminal background checks, or
2. EFWMS will perform a criminal background check on the individual.
3. Should the value of the services exceed \$600 within the fiscal year, EFWMS will have to issue an IRS Form-1099. REGION IV will produce this for the school based on forms provided to them.
4. EFWMS will solicit an IRS Form W-9 prior to paying a contractor, if the contractor is NOT incorporated and there is a possibility that the cumulative payments in the fiscal year will exceed \$600.

ATTACHMENT 20 Proposed Monthly Status Report

Based on guidelines from the Region IV Service Center, Financial and Administrative Services will be provided with complete business office services for East Fort Worth Montessori charter. A detailed design of the report will be finalized after the contracted systems are established.

The following attachments include the proposed monthly budget status report that to be provided to the Board of East Fort Worth Montessori.

Proposed Monthly Status Report

Since elements of this report will be provided by three different entities (Region IV Business Assistance for Financials, Region XI MIS Department for Student Attendance Accounting, and the CEO) the detailed design of the report will be finalized after the contracted systems are established. The proposed report will include:

An Executive Summary by the CEO

- Report on activities of the previous month
- Snapshot of upcoming activities

An overview of the financial position of the school

- Standardized Balance Sheet (provided by Region IV)
- Standardized Income Statement (provided by Region IV)
- A summary of the cash position (Provided in collaboration with Region IV)
- Notice of any significant financial activities anticipated in the coming period
- Status of an Grant activity

A Facilities Report by the CEO

Snapshot of the Student Attendance Statistics (Region XI)

Highlights from PEIMS submissions and TEA reports, as needed



Region IV Education Service Center
7145 West Tidwell
Houston, TX 77092-2096
Phone: 713-462-7708
Fax: 713-744-6514

facsimile transmittal

To Ms. Joyce Brown

Fax: (817) 496-3004

E. Fort Worth Montessori

From: David Greak

Date: May 28, 2002

Financial and Administrative Services

Phone: (713) 744-6341 Fax: (713) 744-8111

Re: Sample Budget Status Report

Pages: ⁴3 including coversheet

Comments:

Ms. Brown:

The attached is a sample of the Budget Status Report that you requested for submission with your charter school application. If there are any questions, please do not hesitate to call.

00293

Sample School (cnty dist num)
 Budget Status Report - Cash Basis
 Fiscal Year 2001 - 2002
 For the Period Ending September 30, 2001

(11) General Fund - 189

Summarized Special Revenue Funds 200 - 468

Data Control Codes		Annual Budget	Year-To-Date Actual	Variance Favorable (Unfavorable)	Annual Budget	Year-To-Date Actual	Variance Favorable (Unfavorable)
Revenues:							
5700	Local and Intermediate Sources	\$	\$	\$ 0.00	\$ 13,600.00	\$ 0.00	\$ (13,600.00)
5800	State Program Revenues	1,257,884.00	120,522.00	(1,137,362.00)	8,649.00	0.00	(8,649.00)
5900	Federal Program Revenues			0.00	102,180.00	5,000.00	(97,180.00)
	Total Revenues	<u>1,257,884.00</u>	<u>120,522.00</u>	<u>(1,137,362.00)</u>	<u>124,429.00</u>	<u>5,000.00</u>	<u>(119,429.00)</u>
Expenditures:							
6100	Payroll	514,160.00	42,172.41	471,987.59	18,000.00	0.00	18,000.00
6200	Professional & Contracted Svcs	80,000.00	10,881.79	69,118.21	14,000.00	1,000.00	13,000.00
6300	Supplies and Materials	20,000.00	3,258.63	16,741.37	18,750.00	0.00	18,750.00
6400	Other Operating Costs	8,000.00	61.21	7,938.79	0.00	0.00	0.00
6600	Capital Outlay			0.00	0.00	0.00	0.00
	Other Cash Transactions			0.00			0.00
	Sub-Total	<u>602,160.00</u>	<u>66,374.04</u>	<u>535,785.96</u>	<u>46,750.00</u>	<u>1,000.00</u>	<u>45,750.00</u>
6100	Payroll			0.00	0.00	0.00	0.00
6200	Professional & Contracted Svcs			0.00	0.00	0.00	0.00
6300	Supplies and Materials	5,000.00		5,000.00	0.00	0.00	0.00
6400	Other Operating Costs			0.00	0.00	0.00	0.00
6600	Capital Outlay			0.00	0.00	0.00	0.00
	Other Cash Transactions			0.00			0.00
	Sub-Total	<u>5,000.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
6100	Payroll			0.00	0.00	0.00	0.00
6200	Professional & Contracted Svcs	10,000.00	100.00	9,900.00	0.00	0.00	0.00
6300	Supplies and Materials			0.00	0.00	0.00	0.00
6400	Other Operating Costs	2,000.00		2,000.00	0.00	0.00	0.00
	Other Cash Transactions			0.00			0.00
	Sub-Total	<u>12,000.00</u>	<u>100.00</u>	<u>11,900.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
6100	Payroll			0.00	0.00	0.00	0.00
6200	Professional & Contracted Svcs			0.00	0.00	0.00	0.00
6300	Supplies and Materials			0.00	0.00	0.00	0.00
6400	Other Operating Costs			0.00	0.00	0.00	0.00
	Other Cash Transactions			0.00			0.00
	Sub-Total	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
6100	Payroll	123,993.00	4,547.39	119,445.61	0.00	0.00	0.00
6200	Professional & Contracted Svcs			0.00	0.00	0.00	0.00
6300	Supplies and Materials	1,500.00		1,500.00	0.00	0.00	0.00
6400	Other Operating Costs			0.00	0.00	0.00	0.00
	Other Cash Transactions			0.00			0.00
	Sub-Total	<u>125,493.00</u>	<u>4,547.39</u>	<u>120,945.61</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
6100	Payroll	38,258.00		38,258.00	0.00	0.00	0.00
6200	Professional & Contracted Svcs			0.00	0.00	0.00	0.00
6300	Supplies and Materials	1,000.00		1,000.00	0.00	0.00	0.00
6400	Other Operating Costs			0.00	0.00	0.00	0.00
	Other Cash Transactions			0.00			0.00
	Sub-Total	<u>39,258.00</u>	<u>0.00</u>	<u>39,258.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
6100	Payroll			0.00	0.00	0.00	0.00
6200	Professional & Contracted Svcs			0.00	0.00	0.00	0.00
6300	Supplies and Materials			0.00	0.00	0.00	0.00
6400	Other Operating Costs			0.00	0.00	0.00	0.00
	Other Cash Transactions			0.00			0.00
	Sub-Total	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Sample School (cnty dist num)
 Budget Status Report - Cash Basis
 Fiscal Year 2001 - 2002
 For the Period Ending September 30, 2001

(11) General Fund - 199

Summarized Special Revenue Funds 200 - 496

Data Control Codes		Annual Budget	Year-To-Date Actual	Variance Favorable (Unfavorable)	Annual Budget	Year-To-Date Actual	Variance Favorable (Unfavorable)
6100	Payroll	39,135.00	741.52	32,393.38	0.00	0.00	0.00
6200	Professional & Contracted Svcs			0.00	0.00	0.00	0.00
6300	Supplies and Materials	2,500.00	30.00	2,470.00	0.00	0.00	0.00
6400	Other Operating Costs			0.00	0.00	0.00	0.00
6600	Capital Outlay			0.00	0.00	0.00	0.00
	Other Cash Transactions			0.00			0.00
	Sub-Total	35,535.00	771.52	34,863.38	0.00	0.00	0.00
6100	Payroll			0.00	0.00	0.00	0.00
6200	Professional & Contracted Svcs			0.00	0.00	0.00	0.00
6300	Supplies and Materials			0.00	0.00	0.00	0.00
6400	Other Operating Costs			0.00	0.00	0.00	0.00
	Other Cash Transactions			0.00			0.00
	Sub-Total	0.00	0.00	0.00	0.00	0.00	0.00
6100	Payroll			0.00	0.00	0.00	0.00
6200	Professional & Contracted Svcs			0.00	48,600.00	2,508.00	46,092.00
6300	Supplies and Materials			0.00	0.00	0.00	0.00
6400	Other Operating Costs			0.00	0.00	0.00	0.00
	Other Cash Transactions			0.00			0.00
	Sub-Total	0.00	0.00	0.00	48,600.00	2,508.00	46,092.00
6100	Payroll			0.00	0.00	0.00	0.00
6200	Professional & Contracted Svcs			0.00	0.00	0.00	0.00
6300	Supplies and Materials			0.00	0.00	0.00	0.00
6400	Other Operating Costs			0.00	0.00	0.00	0.00
	Other Cash Transactions			0.00			0.00
	Sub-Total	0.00	0.00	0.00	0.00	0.00	0.00
6100	Payroll	68,912.00	14,072.73	54,839.27	0.00	0.00	0.00
6200	Professional & Contracted Svcs	57,500.00	2,898.00	54,602.00	0.00	0.00	0.00
6300	Supplies and Materials	3,000.00	12,795.00	(9,795.00)	7,000.00	0.00	7,000.00
6400	Other Operating Costs	2,000.00	325.00	1,675.00	750.00	0.00	750.00
	Other Cash Transactions			0.00			0.00
	Sub-Total	131,412.00	29,990.73	101,421.27	7,750.00	0.00	7,750.00
6100	Payroll	26,988.00	1,188.66	25,821.34	0.00	0.00	0.00
6200	Professional & Contracted Svcs	205,000.00	20,511.39	184,488.61	5,000.00	0.00	5,000.00
6300	Supplies and Materials	6,000.00	580.77	5,419.23	6,500.00	0.00	6,500.00
6400	Other Operating Costs	10,500.00	3,194.73	7,305.27	0.00	0.00	0.00
6600	Capital Outlay			0.00	0.00	0.00	0.00
	Other Cash Transactions			0.00			0.00
	Sub-Total	248,488.00	25,435.55	223,052.45	11,500.00	0.00	11,500.00
6100	Payroll			0.00	0.00	0.00	0.00
6200	Professional & Contracted Svcs			0.00	0.00	0.00	0.00
6300	Supplies and Materials			0.00	0.00	0.00	0.00
6400	Other Operating Costs			0.00	0.00	0.00	0.00
	Other Cash Transactions			0.00			0.00
	Sub-Total	0.00	0.00	0.00	0.00	0.00	0.00
6100	Payroll			0.00	0.00	0.00	0.00
6200	Professional & Contracted Svcs	1,500.00		1,500.00	0.00	0.00	0.00
6300	Supplies and Materials	750.00	44.70	705.30	0.00	0.00	0.00
6400	Other Operating Costs			0.00	0.00	0.00	0.00
	Other Cash Transactions			0.00			0.00
	Sub-Total	2,250.00	44.70	2,205.30	0.00	0.00	0.00

Sample School (only dist num)
 Budget Status Report - Cash Basis
 Fiscal Year 2001 - 2002
 For the Period Ending September 30, 2001

Data Control Codes	(11) General Fund - 199			Summarized Special Revenue Funds 200 - 499		
	Annual Budget	Year-To-Date Actual	Variance Favorable (Unfavorable)	Annual Budget	Year-To-Date Actual	Variance Favorable (Unfavorable)
6100 Payroll			0.00	0.00	0.00	0.00
6200 Professional & Contracted Svcs			0.00	0.00	0.00	0.00
6300 Supplies and Materials			0.00	0.00	0.00	0.00
6400 Other Operating Costs			0.00	0.00	0.00	0.00
Other Cash Transactions			0.00			0.00
Sub-Total	0.00	0.00	0.00	0.00	0.00	0.00
6100 Payroll			0.00	0.00	0.00	0.00
6200 Professional & Contracted Svcs			0.00	0.00	0.00	0.00
6300 Supplies and Materials			0.00	0.00	0.00	0.00
6400 Other Operating Costs			0.00	0.00	0.00	0.00
6500 Debt Service			0.00	0.00	0.00	0.00
Other Cash Transactions			0.00			0.00
Sub-Total	0.00	0.00	0.00	0.00	0.00	0.00
6100 Payroll			0.00	0.00	0.00	0.00
6200 Professional & Contracted Svcs			0.00	0.00	0.00	0.00
6300 Supplies and Materials			0.00	0.00	0.00	0.00
6400 Other Operating Costs			0.00	0.00	0.00	0.00
Other Cash Transactions			0.00			0.00
Sub-Total	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	1,201,698.00	117,159.67	1,084,538.33	114,600.00	3,508.00	111,092.00
Revenue Over Expenditure Favorable / (Unfavorable) \$	56,188.00	\$ 3,362.33	\$ (52,825.67)	\$ 9,829.00	\$ 1,492.00	\$ (8,337.00)
Expenditure Summaries:						
6100 Payroll	\$ 805,446.00	\$ 62,700.81	\$ 742,745.19	\$ 15,000.00	\$ 0.00	\$ 16,000.00
6200 Professional & Contracted Svcs	334,000.00	34,188.12	299,811.88	87,600.00	3,508.00	84,092.00
6300 Supplies and Materials	39,730.00	16,689.10	23,040.90	30,250.00	0.00	30,250.00
6400 Other Operating Costs	22,500.00	3,581.84	18,918.16	750.00	0.00	750.00
6500 Debt Service	0.00	0.00	0.00	0.00	0.00	0.00
6600 Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00
Other Cash Transactions	0.00	0.00	0.00	0.00	0.00	0.00
	\$ 1,201,698.00	\$ 117,159.67	\$ 1,084,538.33	\$ 114,600.00	\$ 3,508.00	\$ 111,092.00

ATTACHMENT 21 School Calendar

The following attachment includes the school calendar, giving the hours of school operation, and a description of teacher/student contact hours.

August 2003 - July 2004

Charter School Calendar

August 03

S	M	T	W	T	F	S
						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 03

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 03

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 03

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						

December 03

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 04

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

TRACK

Reporting Periods	[Begin/End]	# Student Days
1 st Attendance Reporting Period	8/18-9/30	31
2 nd Attendance Reporting Period	10/01-11/14	31
3 rd Attendance Reporting Period	11/17-1/16	33
4 th Attendance Reporting Period	1/20-2/27	28
5 th Attendance Reporting Period	3/01-4/15	29
6 th Attendance Reporting Period	4/20-5/28	28
Total Student Days of Instruction		180
WAIVER DAYS		2
Total Days		182

February 04

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						

March 04

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			

Non-Instructional Day	Date(s)	Type(Circle One)
In-service	8/06-8/13	H SD BWM TWD
Staff Development	08/14-08/15	H SD BWM TWD
Labor Day	9/1	H SD BWM TWD
Staff Development	10/6-10/7	H SD BWM TWD
Staff Development	11/26	H SD BWM TWD
Thanksgiving	11/27-11/28	H SD BWM TWD
Winter Break	12/23-1/2	H SD BWM TWD
MLK Holiday	1/19	H SD BWM TWD
President's Day	02/16	H SD BWM TWD
Spring Break	3/15 - 3/19	H SD BWM TWD
Snow Days	4/16 & 4/19	H SD BWM TWD
Last Day of School	5/28	H SD BWM TWD
Staff Development	6/1-6/4	H SD BWM TWD
Teacher Work Days	6/7 - 6/8	H SD BWM TWD
Memorial Day	5/31	H SD BWM TWD

April 04

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
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May 04

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June 04

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July 04

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Legend

Begin Attendance Reporting Period [

End Attendance Reporting Period]

H-Holiday ○

SD-Staff-Development □

BWM-Bad Weather Make Up day *

TWD-Teacher Work Days △

Superintendent Signature Brown Date 5/16/2002

ATTACHMENT 22 Lease Agreement***

The following attachment includes a Lease Agreement for East Fort Worth Montessori.

LEASE

APPLICATION

THIS LEASE AGREEMENT (the "Lease") is made and entered into effective as of January 1, 1998 between Intercultural Child Care & Family Center, a Texas corporation ("Landlord") and East Fort Worth Montessori School, a Texas non-profit corporation ("Tenant").

1. DEFINITIONS AND BASIC PROVISIONS. The definitions and basic provisions set forth in the Basic Leasing Information (the "Basic Leasing Information") executed by Landlord and Tenant contemporaneously herewith and attached hereto are incorporated herein by reference for all purposes and shall be used in conjunction with and limited by the reference thereto in the provisions of this Lease. In the event of any conflict between any provision of the Basic Leasing Information and this Lease, this Lease shall control.
2. LEASE GRANT. Landlord, in consideration of the covenants and agreements to be performed by Tenant and upon the terms and conditions hereinafter stated, does hereby lease, demise and let unto Tenant the Demised Premises, as defined in the Basic Leasing Information and as more fully described by legal description on Exhibit "A", which is attached hereto and incorporated by reference herein, commencing on the Commencement Date (See "Commencement Date" in Basic Leasing Information) and ending on the last day of the Term of this Lease (See "Term" in Basic Leasing Information) unless sooner terminated as herein provided. Tenant acknowledges that it has fully inspected the Demised Premises and accepts the Demised Premises and any buildings and improvements situated thereon as suitable for the purposes herein intended and acknowledges that the same comply fully with Landlord's obligations.
3. RENT. Tenant hereby agrees to pay Landlord the Rent (See "Rent" in Basic Leasing Information) during the Term of this Lease.
4. RENT PAYMENTS. Any Rent hereunder shall be due and payable on the first day of each calendar month in advance during the Term of this Lease, at Landlord's address as provided herein (or at such other address as may be designated by Landlord from time to time). If the Commencement Date is a day other than the first day of a calendar month or in the event this Lease terminates on other than the last day of a calendar month, then the Rent for such month or months shall be prorated and the amount so prorated shall be paid by Tenant to Landlord in advance.

If Tenant fails to pay any regular monthly installment of Rent by the tenth (10th) day of the month in which the installment is due, or any other sum of money owed Landlord within ten (10) days after accrual thereof or billing therefore, there shall be added to such unpaid amount ten percent (10%) interest per annum on the installment or amount due.
5. SECURITY DEPOSIT. INTENTIONALLY OMITTED
6. USE. The Demised Premises shall be used and occupied by Tenant only for the Permitted Use, as defined in the Basic Leasing Information. Tenant shall not occupy or use, or permit to be occupied or used, any portion of the Demised Premises for any other purpose, or for any business or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner, or extra hazardous on account of fire, nor permit anything to be done which will in any way increase the rate of fire insurance on the Demised Premises or its contents, and in the event that there shall be any increase in the rate of insurance on the Demised Premises or its contents as a result of Tenant's acts or conduct of business, then Tenant shall pay such increase to Landlord on demand, and acceptance of such payment shall not constitute Landlord's waiver

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BASIC LEASING INFORMATION

Lease Date: January 1, 1998

Tenant: EAST FORT WORTH MONTESSORI SCHOOL, a Texas non-profit corporation

Address of Tenant: 2717 Putnam Street
Fort Worth, Texas 76112

Contact: Joyce G. I. Brown Telephone: (817) 496-3003

Landlord: INTERCULTURAL CHILD CARE & FAMILY CENTER, A Texas Corporation

Address of Landlord: 601 Havenwood Lane North
Fort Worth, Texas 76112

Contact: James T. Brown Telephone: (817) 457-8152

Demised Premises: The property site and all improvements thereon known as 2717 Putnam Street, Fort Worth, Texas 76112 which is more fully described by legal description on Exhibit "A" attached hereto and incorporated by reference herein ("Demised Premises").

Term: The "Term" of this Lease shall commence on the Commencement Date (as defined below) and shall continue for a period of Fifteen (15) years after the Commencement Date.

Commencement Date: This Lease shall commence and be effective on the Commencement Date which shall be January 1, 1998.

Rent: The "Rent" for the Demised Premises during the Term of the Lease shall be Two Thousand Sixty-Two and 50/100 Dollars (\$2,062.50) per month.

Security Deposit: \$0.00

Permitted Use: Use as Tenant's corporate business offices and for the operation of a Montessori Preschool, and other legal purposes.

The foregoing Basic Lease Information is hereby incorporated into and made a part of the Lease to which this Basic Leasing Information is attached and the terms of which it establishes. Each reference in the Lease to any of the information and definitions set forth in this Basic Lease Information shall mean and refer to the information and definitions set forth above and shall be used in conjunction with and limited by all references thereto in the provisions of the Lease. In the event of any conflict between the Basic Lease Information and the Lease, the Lease shall control.

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of such default of Tenant or of any of Landlord's rights or remedies hereunder. Tenant will conduct its business and control its agents, employees and invitees in such a manner as not to create any nuisance, nor violate any law or any provision contained in this Lease. Tenant will maintain the Demised Premises in a clean and healthful condition, and comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to the business of Tenant conducted on the Demised Premises and the use, condition or occupancy of the Demised Premises as allowed herein.

7. UTILITIES. Tenant agrees to pay all charges of gas, electricity, water, sewer, garbage removal and any and all other utility services used by Tenant in the Demised Premises, including any utility connection or activation charges

8. REAL ESTATE TAXES. Landlord will be responsible for and shall pay all taxes (both general and special), assessments or governmental charges of any kind and nature whatsoever levied or assessed against the Demised Premises (collectively "Real Estate Taxes").

9. REPAIRS AND MAINTENANCE.

a. Landlord shall make all necessary repairs to the Demised Premises, except for the first \$100.00 charged for any type of repair, interior and exterior, structural and nonstructural, which shall be paid by Tenant, but in no event shall Tenant's costs for repairs and maintenance exceed \$1,000.00 annually. At the expiration of this Lease, Tenant shall deliver the Demised Premises to Landlord in good repair and condition, reasonable wear and tear excepted.

b. Tenant shall at its own cost and expense care for the grounds around the buildings on the Demised Premises, including the regular mowing of grass, care of shrubs and general landscaping, and maintenance of the parking areas, driveways, and alleys, and shall maintain the whole of the Demised Premises in a clean and sanitary condition.

c. Tenant shall be responsible for the cost and expense of all janitorial services relating to the maintenance of the Demised Premises and shall further be responsible for the cost and expense of any security devices or services in or at the Demised Premises; provided however, the installation of any additional security devices by Tenant at the Demised Premises shall require the prior written consent of Landlord.

d. In the event Tenant shall fail to perform Tenant's duties and obligations in accordance with this Paragraph 9, Landlord shall have the right (but not the obligation) to perform Tenant's duties and obligations and the reasonable cost therefore expended by Landlord shall be paid by Tenant on written demand.

10. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. Tenant shall not create any openings in the roof or exterior walls, or make any alterations, additions or improvements to the Demised Premises without prior written consent of Landlord (to be withheld at Landlord's sole discretion).

11. INDEMNITY. Landlord shall not be liable for and Tenant will indemnify and hold harmless Landlord from any and all fines, suits, claims, demands, losses, liabilities and actions of any kind (including attorney's fees) for any injury to person or damage to or loss of property on or about the Demised Premises caused, in whole or in part, by the negligence, misconduct, or any breach, violation or nonperformance of any covenant hereof on the part of Tenant, its employees, agents, subtenants, licensees, invitees or by any

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other person entering the Demised Premises under expressed or implied invitation of Tenant, or arising out of Tenant's use or occupancy of the Demised Premises. Landlord shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or any other matter beyond the reasonable control of Landlord, or for any damage or inconvenience which may arise through repair or alteration of any part of the Demised Premises or the buildings and/or real property of which the Demised Premises are a part, or failure to make repairs, or from any cause whatever except Landlord's gross negligence or willful wrong.

12. ASSIGNMENT AND SUBLETTING.

- a. Tenant shall not, without prior written consent of Landlord:
- i. Assign or in any manner transfer this Lease or any estate or interest therein;
 - ii. Permit an assignment of this Lease or any estate or interest therein by operation of law;
 - iii. Sublet any part of Demised Premises;
 - iv. Grant any license, concession or other right of occupancy of any portion of the Demised Premises; or
 - v. Permit the use of the Demised Premises by any parties other than Tenant, its agents and employees and any such acts without Landlord's prior written consent shall be void and of no effect.

b. Any assignment or subletting of this Lease shall be expressly subject to all of the terms and provisions of this Lease. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings.

c. Notwithstanding any assignment or subletting Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully responsible and liable for the payment of the Rent herein specified and for compliance with all of Tenant's other obligations under this Lease. If an event of default, hereinafter defined, should occur while the Demised Premises or any part thereof is then assigned or sublet, Landlord, in addition to any other remedies herein provided or provided by law, may at its option collect directly from such assignee or sublessee all rents becoming due to Tenant under such assignment or sublease and apply such rent against any such sums due to Landlord by Tenant hereunder, and Tenant hereby authorizes and directs any such assignee or sublessee to make such payments of rent directly to Landlord upon receipt of notice from Landlord. No direct collection by Landlord from any such assignee or sublessee shall be construed to constitute a novation or a release of Tenant or any guarantor of Tenant from the performance of its obligations hereunder. Receipt by Landlord of rent from any assignee, sublessee or occupant of the Demised Premises shall not be deemed a waiver of the covenant contained in this Lease against assignment and subletting or a release of Tenant under this Lease. The receipt by Landlord from any such assignee or sublessee obligated to make payments of rent shall be a full and complete release, discharge, and acquittance to such assignee or sublessee to the extent of any amount so paid to Landlord. Landlord is authorized and empowered, on behalf of Tenant to endorse the name of Tenant upon any check.

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draft, or other instrument payable to Tenant evidencing payment of rent or any part thereof, and to receive and apply the proceeds therefrom in accordance with the terms hereof. Tenant shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Demised Premises.

d. If Tenant requests Landlord's consent to an assignment of this Lease or subletting of all or a part of the Demised Premises, it shall submit to Landlord, in writing, the name of the proposed assignee or subtenant and the nature and character of the business of the proposed assignee or subtenant, the term, use, rent and other particulars of the proposed subletting or assignment, including, without limitation, evidence satisfactory to Landlord that the proposed subtenant or assignee is financially responsible and will immediately occupy and thereafter use the Demised Premises (or any sublet portion thereof for the remainder of the Term of this Lease (or for the entire term of the sublease, if shorter). Landlord shall have the option (to be exercised within thirty (30) days from submission of Tenant's written request) to cancel this Lease (or the applicable portion thereof as to a partial subletting) as of the commencement date stated in the above-mentioned subletting or assignment. If Landlord elects to cancel this Lease as stated, then the Term of this Lease, and the tenancy and occupancy of the Demised Premises by Tenant thereunder, shall cease, terminate, expire, and come to an end with respect to that portion of the Demised Premises so assigned or sublet as if the cancellation date were the original termination date of this Lease and Tenant shall pay to Landlord all costs or charges which are the responsibility of Tenant hereunder with respect to that portion of the Demised Premises so assigned or sublet and Tenant shall, at its own cost and expense, discharge in full any outstanding commission obligation of Landlord with respect to this Lease, or any part hereof so cancelled. Thereafter Landlord may lease the Demised Premises to the prospective subtenant or assignee without liability to Tenant. If Landlord does not thus cancel this Lease, the terms and provisions of this Lease will continue to apply.

e. Landlord shall have the right to transfer, assign and convey, in whole or in part, the Demised Premises any and all of its rights under this Lease, and in the event Landlord assigns its rights under this Lease, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations.

13. INSPECTION. Landlord, or its agents and representatives shall have the right to enter into and upon any and all parts of the Demised Premises at all reasonable hours (or, if any emergency, at any hour) to inspect same or clean or make repairs, alterations or additions as Landlord may deem necessary, to show the Demised Premises to prospective tenants, purchasers or lenders, or for any other reasonable purpose, and Tenant shall not be entitled to any abatement or reduction of Rent by reason thereof, nor shall such be deemed to be an actual or constructive eviction. This provision shall not be construed to obligate Landlord to conduct inspections of the Demised Premises or perform any maintenance or repairs which Landlord is not otherwise obligated to do under the other provisions of this Lease.

14. SUBORDINATION. This Lease and all rights of Tenant hereunder are subject and subordinate to:

- i. Any and all ground leases or underlying leases that now or hereafter affect any portion of the Demised Premises;
- ii. Any and all deeds of trust, mortgages and other instruments of security that now or hereafter affect any portion of the aforesaid leases or the Demised Premises; and
- iii. Any and all increases, renewal, modifications, consolidations, replacements and extensions of

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any such leases, deeds of trust, mortgages or instruments of security, and all advances made on the security of the foregoing

This provision is hereby declared by Landlord and Tenant to be self-operative and no further instrument shall be required to effect such subordination of this Lease. Tenant, without expense to Landlord, shall, however, upon demand at any time or times execute, acknowledge and deliver to Landlord any and all instruments and certificates that in the judgment of Landlord may be necessary or proper to confirm or evidence such subordination. Notwithstanding the generality of the foregoing provisions of this paragraph, Tenant agrees that any lessor or mortgagee described in this paragraph shall have the right at any time to subordinate any such ground leases, underlying leases, deeds of trust, mortgages or other instruments of security to this Lease on such terms and subject to such conditions as such lessor or mortgagee may deem appropriate in its discretion. Tenant further covenants and agrees upon demand by Landlord's mortgagee, at any time, before or after the institution of any proceedings for the foreclosure of any such deeds of trust, mortgages or other instruments of security, or sale of the Demised Premises pursuant to any such deeds of trust, mortgages or other instruments of security, to attorn to such purchaser upon any such sale and to recognize such purchaser as Landlord under this Lease, which covenant shall survive any such foreclosure sale or trustee's sale. Tenant shall upon demand at any time or times, before or after any such foreclosure sale or trustee's sale, execute, acknowledge, and deliver to Landlord's mortgagee any and all instruments and certificates that in the judgement of Landlord's mortgagee may be necessary or proper to confirm or evidence such attornment and Tenant hereby irrevocably authorizes Landlord's mortgagee to execute, acknowledge and deliver any such instruments and certificates on Tenant's behalf.

15. LEASEHOLD IMPROVEMENTS. Landlord has made no representations as to the condition of the Demised Premises or to remodel, repair or decorate the Demised Premises. Tenant hereby acknowledges that it has fully inspected the Demised Premises, and on the basis of such inspection, Tenant hereby accepts the Demised Premises, and any buildings and improvements situated thereon, as suitable for the purposes for which the same are leased, in their present or improved condition, with such changes as may be caused by reasonable deterioration between the date hereof and the Commencement Date of this Lease.

16. MECHANIC'S LIENS. Tenant will not permit any mechanic's lien or liens to be placed upon the Demised Premises during or after the Term of this Lease caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of Tenant, and in the case of the filing of any such lien Tenant will promptly pay same. If default in the payment thereof shall continue for twenty (20) days after written notice thereof from Landlord to Tenant. Landlord shall have the right and privilege, at Landlord's option, of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be extra Rent hereunder due from Tenant to Landlord and shall be repaid to Landlord immediately on demand accompanied by a bill therefor.

17. SUBROGATION. Each party hereto hereby waives any claim or cause of action it might have against the other party on account of any loss or damage to the Demised Premises or any property located within, upon, or constituting a part of, the Demised Premises that is insured against under any insurance policy (to the extent that such loss or damage is recoverable under such insurance policy) and which names Landlord or Tenant, as the case may be, as a party insured, it being understood and agreed that this provision is cumulative of Paragraph 11 hereof. Inasmuch as such mutual waivers will preclude the assignment of any aforesaid claim or cause of action by way of subrogation or otherwise to an insurance company (or any other person), each party hereby agrees immediately to give to each insurance company which has issued policies of fire and extended coverage insurance, written notice of the terms of such mutual waivers, and to cause

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such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such waivers.

18. INSURANCE, FIRE AND CASUALTY DAMAGE.

a. Landlord agrees to maintain insurance covering the building of which the Demised Premises are a part in an amount not less than 90% (or such greater percentage as may be necessary to comply with the provisions of any co-insurance clauses of the policy) of the "replacement cost" thereof as such term is defined in the Replacement Cost Endorsement to be attached thereto, insuring against the perils of fire, lightning, extended coverage, vandalism and malicious mischief, extended by Special Extended Coverage Endorsement to insure against all other risks of direct physical loss, such coverages and endorsements to be as defined, provided and limited in the standard bureau forms prescribed by the insurance regulatory authority for the State of Texas for use by insurance companies admitted in such state for the writing of such insurance on risks located within such state. Subject to the provisions of Subparagraphs 18(b) and 18(e) below, such insurance shall be for the sole benefit of Landlord and under its sole control. Tenant agrees to pay Landlord's cost of maintaining such insurance on said building (or, in the event the Demised Premises constitute a portion of a multiple occupancy building, Tenant's full Proportionate Share of such cost). Said payments shall be made to Landlord within ten (10) days after presentation to Tenant of Landlord's statement setting forth the amount due. Any payment to be made pursuant to this Subparagraph (a) with respect to the year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full year as that part of such year covered by the terms of this Lease bears to a full year.

b. In the event that the Demised Premises are damaged or destroyed by a casualty covered by the insurance to be provided by Landlord under Subparagraph 18(a) above to the extent that rebuilding or repairing cannot in Landlord's reasonable estimation be completed within two hundred forty (240) days after the date of such damage or destruction, Landlord may, at its option, terminate this Lease, in which event the Rent shall be abated during the unexpired portion of the Term of this Lease, effective with the date of occurrence of such damage or destruction. In the event the Demised Premises are damaged by a casualty covered by the insurance to be provided by Landlord under Subparagraph 18(a) above, but only to such extent that rebuilding or repairs can in the Landlord's estimation be completed within two hundred forty (240) days after the date of such damage, this Lease shall not terminate and Landlord shall within thirty (30) days after the date of such damage commence to rebuild or repair the Demised Premises and shall proceed with reasonable diligence to restore the Demised Premises to substantially the condition which existed immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of the partitions, trade fixtures and other improvements which may have been placed by Tenant on or within the Demised Premises. Landlord shall allow Tenant a fair diminution of Rent during the time the Demised Premises are unfit for occupancy. Notwithstanding anything to the contrary contained herein, Landlord shall only be required to rebuild and/or repair the Demised Premises to the extent of insurance proceeds actually received by Landlord in connection with the insurance maintained by the Landlord pursuant to Subparagraph 18(a) above; provided further, Tenant shall be responsible to pay Landlord, on demand, any applicable deductible amounts specified in such insurance.

c. If the buildings situated upon the Demised Premises (or of which the Demised Premises are a part) should be damaged or destroyed by a casualty other than a peril covered by the insurance to be provided by Landlord under Subparagraph 18(a) above, or if any other improvements situated on the Demised Premises should be in any manner damaged or destroyed, and such damage or destruction is caused

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by Tenant, its agents, employees or invitees, then Tenant shall at its sole cost and expense thereupon proceed with reasonable diligence to rebuild and repair such buildings and/or improvements to substantially the condition in which they existed prior to such damage or destruction, subject to Landlord's approval of the plans and specifications for such rebuilding and repairing, which approval shall not be unreasonably withheld.

~~d. Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Demised Premises requires that the insurance proceeds be applied to any such indebtedness then the Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after any such requirement is made by any such holder whereupon Landlord shall have no further obligations to Tenant.~~

19. LIABILITY INSURANCE. Tenant shall procure and maintain throughout the Term of this Lease at Tenant's sole cost and expense:

a. A policy or policies of insurance in an amount of not less than \$300,000 per occurrence or such other amounts as Landlord may from time to time reasonably require, insuring Tenant and Landlord against any and all liability to the extent obtainable for injury to or death of a person or persons or damage to property occasioned by or arising out of or in connection with the condition, use, operation and occupancy of the Demised Premises; and

b. Such other insurance with companies, on forms and in such amounts as are acceptable to Landlord, insuring the Demised Premises against such risks, casualties and hazards as shall be reasonably required by Landlord.

Tenant shall furnish a certificate of insurance listing Landlord as an additional insured under the policy (or policies) and such other evidence satisfactory to Landlord of the maintenance of all insurance coverage required hereunder, and Tenant shall obtain a written obligation on the part of each insurance company to notify Tenant and Landlord at least thirty (30) days prior to cancellation or material change of any such insurance. Certified copies of such policies, together with receipt evidencing payment of premiums therefor, shall be delivered to Landlord prior to the Commencement Date of this Lease. Not less than fifteen (15) days prior to the expiration of such policies, certified copies of renewals thereof (bearing notations evidencing the payment of renewal premiums) shall be delivered to Landlord.

20. CONDEMNATION. If the whole or any substantial part of the Demised Premises shall be taken or condemned for any public or quasi-public use under governmental law, ordinance or regulation or by right of eminent domain, or by private purchase in lieu thereof, then Landlord may, at its option, terminate this Lease and the Rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of said Demised Premises shall occur. In the event this Lease is not terminated, the Rent for any portion of the Demised Premises so taken or condemned shall be abated during the unexpired Term of this Lease effective when the physical taking of said portion of the Demised Premises shall occur. All compensation awarded for any such taking or condemnation or sale proceeds in lieu thereof, shall be the property of Landlord, and Tenant shall have no claim thereto, the same being hereby expressly waived by Tenant, except for any portions of such award or proceeds which are specifically allocated by the condemning or purchasing party for the taking of or damage to trade fixtures of Tenant, which Tenant specifically reserves to itself. In the event all or a portion of the Rent is abated pursuant to the provisions of this paragraph, the Rent shall be apportioned for such monthly period(s) of which abatement begins as agreed to between the parties

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hereunder. If the parties are unable to agree as to the apportionment formula, the parties shall settle such dispute by arbitration at Fort Worth, Texas in accordance with the then current Rule of Commercial Arbitration Association, the award from which arbitration shall be binding upon the parties and their successors. The demand for arbitration on this matter shall be in writing and made by actual delivery or by certified or registered mail, return receipt requested to the other party.

21. HOLDING OVER. In the event of any holding over by Tenant after the expiration or termination of this Lease, unless the parties hereto otherwise agree in writing, such holding over shall constitute and be construed as a tenancy at will, subject to termination by Landlord at any time, or by Tenant at any time upon at least thirty (30) days advance written notice to Landlord, and all of the other terms and provisions of this Lease shall be applicable during that period; provided, nothing in this paragraph shall be construed as Landlord's consent for the Tenant to hold over.

22. TAXES ON TENANT'S PROPERTY. Tenant shall be liable for all taxes levied or assessed against personal property, furniture, improvements, additions or trade fixtures placed by Tenant in the Demised Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or trade fixtures placed by Tenant in the Demised Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand as extra Rent that part of such taxes for which Tenant is primarily liable hereunder.

23. EVENTS OF DEFAULT. The following events shall be deemed to be events of default by Tenant under this Lease:

a. Tenant shall fail to pay any installment of Rent herein provided for, or any other sums payable to Landlord hereunder (each, a "Payment Default"), within five (5) days from when such installment or payment is due, without cure of the default; or

b. Tenant shall fail to comply with any term, provision or covenant of this Lease other than the payment of Rent or other sums payable by Tenant (each, a "Covenant Default"), which is not cured within five (5) days of said default; or

c. Tenant or any guarantor of Tenant's obligations hereunder shall make an assignment for the benefit of creditors; or

d. Tenant or any guarantor of Tenant's obligations hereunder shall file a petition under any section or chapter of the Bankruptcy Code, 11 U.S.C. Sec. 101 et seq., as amended, or under any similar law or statute of the United States and/or any state thereof, or if the interest of Tenant under this Lease shall be levied on under execution or other legal process; or if any petition shall be filed against Tenant or any such guarantor to declare Tenant or such guarantor bankrupt (or a similar proceeding), or to delay, reduce or modify any debts or obligations of Tenant or any such guarantor or Tenant or any such guarantor shall be adjudged bankrupt or insolvent; or

e. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations hereunder and such receivership shall not be terminated or stayed within thirty (30) days; or

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f. Tenant shall desert or vacate any substantial portion of the Demised Premises for a period of five (5) days or more without Landlord's prior written approval.

24. REMEDIES. Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following remedies, in addition to all other rights and remedies provided at law or in equity, without any notice or demand whatsoever:

a. Terminate this Lease in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession of the Demised Premises or arrearages in Rent, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying the Demised Premises or any part thereof, without being liable for prosecution or any claim or damages therefor; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Demised Premises on satisfactory terms or otherwise.

b. Without terminating this Lease, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying the Demised Premises or any part thereof, without being liable for prosecution or any claim for damages therefor; and if Landlord elects, relet the Demised Premises and receive the rent therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting.

c. Without terminating this Lease, enter upon the Demised Premises without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under this Lease. Tenant agrees to pay Landlord, on demand, all expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, together with interest thereon at the rate of ten percent (10%) per annum from the date expended until paid. Tenant agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action by Landlord.

No re-entry or taking possession of the Demised Premises by Landlord shall be construed as or deemed as an election by Landlord to terminate this Lease, unless a written notice of such intention signed by Landlord and addressed to Tenant shall be delivered to Tenant. Notwithstanding any such reletting or re-entry or taking possession, Landlord may at any time thereafter elect to terminate this Lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided for in this Lease or any other remedies provided by law, nor shall pursuit of any remedy provided for in this Lease constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damages incurred by Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord's acceptance of Rent following an event of default hereunder shall not be construed as Landlord's waiver of such event of default. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained and no failure to give notice thereof shall be deemed or construed to constitute a waiver of any other violation or default. The loss or damage that Landlord may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs and/or remodeling undertaken by Landlord following possession along with any legal fees or brokerage fees in connection with such termination or reletting. Should Landlord at any time terminate this Lease for any default, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, including the cost of recovering the Demised Premises and the loss of Rent for the remainder of the Term of this Lease. Forbearance by Landlord to

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enforce one or more of the remedies provided for in this Lease, or at law, upon an event of default shall not be deemed or construed to constitute a waiver of such default or remedies.

25. SURRENDER OF PREMISES. No act or thing done by the Landlord or its agents during the Term of this Lease shall be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept a surrender of the Demised Premises shall be valid unless the same be made in writing and signed by Landlord, and addressed to Tenant.

26. ATTORNEY'S FEES. Should it become necessary for Landlord, because of a default by Tenant hereunder, to bring any action under this Lease or to consult or place this Lease with an attorney concerning or for the enforcement of any of Landlord's rights hereunder (whether or not litigation is commenced), Tenant agrees to pay Landlord's attorney's fees, court costs, and administrative costs.

27. LANDLORD'S LIEN. In addition to any statutory landlord's lien, Landlord shall have, and Tenant does hereby grant to Landlord, at all times, a valid security interest and lien to secure payment of all Rent and other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, upon all goods, equipment, trade fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereinafter be situated at or within the Demised Premises, and all proceeds therefrom, and such property shall not be removed from the Demised Premises without the consent of Landlord until all arrearages in Rent, as well as any and all other sums of money then due to Landlord hereunder, shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. In the event of a default by Tenant hereunder, Landlord may, in addition to any other remedies provided elsewhere herein, enter upon the Demised Premises and take possession of any and all goods, equipment, trade fixtures, furniture, improvements and other personal property of Tenant situated at or within the Demised Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase any of such property unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in Paragraph 29 of this Lease at least ten (10) days before the time of sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and legal expenses) shall be applied as a credit against the indebtedness secured by the security interest and lien granted in this paragraph. Any surplus shall be paid by Tenant or as otherwise required by law, and Tenant shall pay any deficiencies forthwith. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provisions of the Uniform Commercial Code in force in the State of Texas. Any statutory lien for Rent is not hereby waived, the security interest herein granted being in addition and supplementary thereto.

28. QUIET ENJOYMENT. Provided Tenant is not in default (beyond any period given Tenant to cure such default) in the performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be performed, including the payment of Rent or additional payments, Tenant shall peaceably and quietly hold and enjoy the Demised Premises during the Term of this Lease and any extensions thereof, free from interference or disturbance by Landlord and other persons subject to the terms and conditions of this Lease; provided, however, Landlord shall not be liable for any such interference or disturbance by other persons.

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nor shall Tenant be released from any of its obligations pursuant to this Lease because of such interference or disturbance.

29. NOTICES. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations or other requirements with reference to the sending, mailing, or delivery of any notice, or with reference to the making of any payment by Tenant to Landlord, shall be deemed to be complied with when any notice or document required to be delivered hereunder is delivered by hand to the other party at the address set forth in the Basic Leasing Information, or at such other address as either party may specify from time to time by written notice delivered in accordance herewith or when deposited in the United States mail, postage prepaid, certified or registered mail (with return receipt requested), addressed to the parties hereto at the respective address set forth in the Basic Leasing Information, or at such other address as has been theretofore specified by written notice delivered in accordance herewith.

30. FORCE MAJEURE. Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, floods, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other causes of any kind whatsoever which are beyond the control of Landlord.

31. LEGAL INTERPRETATION. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the substantive laws of the State of Texas. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this Lease then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that, in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

32. AMENDMENTS; BINDING EFFECT. This Lease may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord, and addressed to Tenant, nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective heirs, successors in interest, legal representatives, and permitted assigns, except as otherwise herein expressly provided.

33. EXHIBITS AND ATTACHMENTS. All exhibits and attachments referred to in this Lease or attached to this Lease are incorporated in this Lease and made a part hereof for all intents and purposes; including, without limitation:

- a. BASIC LEASING INFORMATION
- b. EXHIBIT "A" - Demised Premises (Legal Description)

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34. GENDER. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.
35. CAPTIONS. The captions contained in this Lease are for the convenience of reference only and in no way limit or enlarge the terms and conditions of this Lease.
36. PREPAYMENT. Tenant shall have no right to make any payment of Rent or any other payments to Landlord hereunder more than thirty (30) days in advance of the date such sums are due to Landlord.
37. TENANT'S REMEDIES. In the event Landlord defaults in the performance of any of its obligations to Tenant hereunder, or breaches any warranty or representation, express or implied, to Tenant in connection with this Lease, Tenant may, as Tenant's sole remedy hereunder, bring suit against Landlord for damages. Except as described in this paragraph related to the Landlord's interest in the Demised Premises, Landlord shall have no liability to Tenant for any such default or breach by Landlord, and Tenant specifically agrees to look solely to Landlord's interest in the Demised Premises for payment of any damages suffered by Tenant. Pending resolution of any controversy hereunder, Tenant shall continue to pay to Landlord all sums which are and become due to Landlord hereunder, without deduction or set-off.
38. WAIVER OF TRIAL BY JURY. It is mutually agreed to by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive a trial by jury in any action, proceeding or counter-claim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Demised Premises, and any emergency statute or any other statutory remedy.
39. ESTOPPEL CERTIFICATES. Tenant agrees to furnish from time to time when requested by Landlord, the holder or any deed of trust, mortgage, or other instrument of security, or by the lessor under any ground lease or underlying lease covering all or any part of the Demised Premises or the improvements therein or any interest of Landlord therein, a certificate signed by Tenant confirming and containing such factual certifications and representations deemed appropriate by the party requesting such certificate, and Tenant shall, within ten (10) days following receipt of said proposed certificate from Landlord, return a fully executed copy of said certificate to Landlord. In the event Tenant shall fail to return a fully executed copy of such certificate to Landlord within the foregoing ten (10) day period, then Tenant shall be deemed to have approved and confirmed all of the terms, certifications and representations contained in such certificate.
40. JOINT AND SEVERAL LIABILITY. If there is more than one person or entity constituting Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. If there is a guarantor of Tenant's obligations hereunder, the obligations hereunder imposed upon Tenant shall be the joint and several obligations of Tenant and such guarantor, and Landlord need not first proceed against Tenant before proceeding against such guarantor nor shall any such guarantor be released from its guaranty for any reason whatsoever, including without limitation, any amendment of this Lease; waiver hereof of failure to give such guarantor any notices hereunder.
41. NOTICE TO LENDER. If the Demised Premises or any part thereof are at any time subject to a first mortgage or a first deed of trust or other similar instrument and this Lease or the Rent are assigned to such mortgagee, trustee or beneficiary and the Tenant is given written notice thereof, including the post office address of such assignee, then the Tenant shall not take any action to terminate this Lease or abate Rent for

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any default on the part of the Landlord without first giving written notice by certified or registered mail, return receipt requested, to such assignee, specifying the default in reasonable detail, and affording such assignee a reasonable opportunity to make performance, at its election, for and on behalf of the Landlord.

42. LOSS OR THEFT. Landlord shall not be responsible in any manner to Tenant, its agents, employees, licensees or invitees for any property lost or stolen from the Demised Premises. Tenant shall be solely responsible and incur all expenses related to the maintenance or installation (after receiving Landlord approval) of any security devices and services in or on the Demised Premises.

43. LANDLORD'S PERFORMANCE OF TENANT'S OBLIGATIONS. If Tenant fails to perform any one or more of its obligations hereunder, in addition to the other rights of Landlord hereunder, Landlord shall have the right but not the obligation to perform all or any part of such obligations of Tenant. Upon receipt of a demand therefor from Landlord, Tenant shall reimburse Landlord for (i) the cost to Landlord of performing such obligations plus (ii) interest thereon at the Interest Rate set forth in Paragraph 4 above from the date such costs were incurred until paid in full.

44. RECORDATION. Tenant agrees not to record this Lease, or any instrument to which this Lease may now or hereafter be attached.

45. SURRENDER OF DEMISED PREMISES. On the last day of the Term of this Lease or earlier termination of this Lease as provided herein, Tenant shall peaceably and quietly surrender the Demised Premises to Landlord, in good order, repair and clean condition at least equal to the condition when delivered to Tenant, except for ordinary wear and tear and damage by fire or other casualty which is not Tenant's responsibility to repair under this Lease. If Tenant fails to do any of the foregoing, Landlord, in addition to other remedies available to it at law or in equity may, with or without notice, enter upon, reenter, possess or repossess itself thereof, by summary proceedings, ejectment or otherwise, and may dispossess and remove Tenant and all persons and property from the Demised Premises; and Tenant waives any and all damages or claims for damages as a result thereof. Such dispossession and removal of Tenant shall not constitute a waiver by Landlord of any claims by Landlord against Tenant.

46. LIGHT AND AIR. Neither the diminution nor the shutting off of light and air or both nor any other effect on the Demised Premises by any structure or condition now or hereafter existing on lands adjacent to the Demised Premises shall affect this Lease, abate rent or otherwise impose any liability on Landlord.

47. MISCELLANEOUS.

a. Each and every covenant and agreement contained in this Lease is, and shall be construed to be, a separate and independent covenant and agreement.

b. There shall be no merger of this Lease or the leasehold estate hereby created with the fee estate in the Demised Premises or any part thereof by reason of the fact that the same person may acquire or hold, directly or indirectly, this Lease or the leasehold estate hereby created or any interest in this Lease or in such leasehold estate as well as the fee estate in the Demised Premises or any interest in such fee estate.

c. Neither Landlord nor Landlord's agents or brokers have made any representations or promises with respect to the Demised Premises, except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease.

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d. The submission of this Lease to Tenant shall not be construed as an offer, nor shall Tenant have any rights with respect thereto unless and until Landlord shall, or shall cause its agent to, execute a copy of this Lease and deliver the same to Tenant.

48. NON-DISCLOSURE CLAUSE. Tenant agrees not to disclose any terms of its Lease to the general public.

49. ENVIRONMENTAL MATTERS.

a. Tenant, at Tenant's expense, hereby covenants and agrees to comply with all Applicable Environmental Laws (as hereinafter defined). The term "Applicable Environmental Laws" shall mean and include the collective aggregate of the following: Any law, statute, ordinance, rule, regulation, order of determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction (recorded or otherwise) affecting the Demised Premises pertaining to health, safety, or the environment, including without limitation, all applicable zoning ordinances and building codes, flood disaster laws and health, safety, and environmental laws and regulations pertaining to health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Resource, Conservation and Recovery Act of 1976, the Superfund Amendments and Reauthorization Act of 1986, the Occupational Safety and Health Act, the Texas Water Code, the Texas Solid Waste Disposal Act, the Texas Workers's Compensation Laws, and any federal, state, or municipal laws, ordinances, regulations, or common law which may now or hereafter require removal of Hazardous Materials (as hereinafter defined) or Hazardous Materials Contamination (as hereinafter defined) from the Demised Premises or impose any liability on Landlord to Hazardous Materials or Hazardous Materials Contamination on the Demised Premises.

b. Tenant agrees to give notice to Landlord immediately upon Tenant's acquiring knowledge of the presence of any Hazardous Materials on the Demised Premises or of any Hazardous Materials Contamination with a full description thereof. Without limiting the indemnity set forth below, if the presence of any Hazardous Materials or any Hazardous Materials Contamination on the Demised Premises caused by Tenant results in any contamination of the Demised Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Demised Premises to the condition existing prior to the introduction of any such Hazardous Materials or Hazardous Materials Contamination to the Demised Premises. Notwithstanding the above, Landlord's approval of such action shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long term or short term effect on the Demised Premises.

"Hazardous Materials" shall mean:

- i. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et seq.), as amended from time to time and, regulations promulgated thereunder;
- ii. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Sec. 9601 et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder, and as defined by Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Sec. 1317);

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- iii. Asbestos;
- iv. Polychlorinated biphenyls;
- v. Any substance the presence of which on the Premises is prohibited by any applicable governmental requirements; and
- vi. Any other substance which by any applicable governmental requirements requires special handling or notification of any federal, state, or local governmental entity in its collection, storage, treatment, or disposal.

"Hazardous Materials Contamination" shall mean the contamination of the improvements, facilities, soil, groundwater, air or other element on or of the Demised Premises by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air, or other elements on or of any other property as a result of Hazardous Materials emanating from the Demised Premises after the date of this Lease.

c. If Tenant breaches its obligations hereunder, the Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, judgment, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Demised Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Demised Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term of this Lease as a result of such breach. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site condition or any clean-up, remedial, removal or restoration work required by any federal, state, or local governmental agency or potential subdivision because of Hazardous Material present in, on, or under the soil, surface or ground water on, about, or under the Demised Premises. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

d. Landlord and its agents shall have the right, but not the duty, to inspect the Demised Premises at any time to determine whether Tenant is complying with the terms of this Lease. If Tenant is not in compliance with this Lease, Landlord shall have the right to immediately enter upon the Demised Premises to remedy any contamination caused by Tenant's failure to comply with the terms of this Lease notwithstanding any other provisions of this Lease. Landlord shall use its best efforts to minimize interference with Tenant's business, but shall not be liable for any interference caused thereby.

e. Any default under this Paragraph shall be a material default enabling Landlord to exercise any of the remedies set forth in this Lease for any reason.

f. The provisions of this paragraph shall survive the termination of this Lease for any reason.

50. COMPLIANCE WITH LAWS AND REGULATIONS. Tenant, at Tenant's sole cost and expense, covenants and agrees to comply with all governmental laws, ordinances, rules and regulations, present and future, those applicable to the use or occupancy of the Demised Premises. If any construction, modification or renovation is necessary on the Demised Premises pursuant to any federal, state, or local law, act, regulation, or ordinance, including, without limitation, the Americans with Disabilities Act of 1990 (the "ADA"), such construction, modification, or renovation shall be accomplished by Tenant and the cost of

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such construction, modification or renovation shall be borne solely by Tenant. In accordance with ADA, Tenant shall be responsible for all readily achievable (as defined in the ADA) changes, provisions of auxiliary aids, and modifications of policies at or within the Demised Premises.

51. BROKERAGE. Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any broker, agent, or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. The provisions of this Paragraph shall survive the termination of this Lease.

52. END OF TERM. At the termination or expiration of the Term of this Lease, Tenant shall surrender the Demised Premises to Landlord in as good condition and repair as at the Commencement Date, reasonable wear and tear excepted, and will leave the Demised Premises broom-clean. If not then in default, Tenant shall have the right prior to said termination to remove any equipment, furniture, trade fixtures or other personal property placed on the Demised Property by Tenant, provided that Tenant promptly repairs in a good and workmanlike manner any damage to the Demised Premises caused by such removal.

53. TIME OF ESSENCE. Time is of the essence with respect to the performance of every provision of this Lease.

54. SIGNS. Tenant shall have the right to erect signs on the Demised Premises, provided any signs placed on the Demised Premises shall be installed in compliance with applicable laws, restrictions and zoning requirements. All such signs shall be considered Tenant's Trade Fixtures as defined herein. Upon the expiration or termination of this Lease, Tenant shall remove all signs installed by Tenant and repair in a good and workmanlike manner any damage caused by such removal.

55. NO THIRD PARTY BENEFICIARY TO LEASE. Neither Landlord nor Tenant intend any party who is not a party to this Lease to have any right to rely upon, enforce, or hold either Landlord or Tenant liable for a failure to perform or enforce any term or provision of this Lease.

Dated as of the date first above written.

TENANT:

EAST FORT WORTH MONTESSORI SCHOOL,
a Texas non-profit corporation

By: Joyce G. I. Brown
Title: Director

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LANDLORD:

INTERCULTURAL CHILD CARE & FAMILY CENTER
a Texas corporation

By: James T. Brown
James T. Brown
Title: Treasurer

SEAMEDOC NO. 6315

ATTACHMENT 22 – LEASE AGREEMENT

The Putnam Street Lease, involves a related party transaction. EFWMS Inc. entered into a lease agreement for the Putnam Campus with a corporate party (ICC&FC) in which the CEO and spouse have an ownership interest. The lease agreement will enable EFWM Charter School to operate its programs at the already campuses of EFWMS Inc. The value of the lease was determined by arms-length negotiation between the parties and based upon a discounted below market rate (Market rate for this and similar properties is \$8.50 to \$12.00 per sq. ft.) This facility is leased at \$6.00 sq foot for Putnam Street. This value was also collaborated by an independent real estate appraisal

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This Lease is entered into by and between:

LESSOR: Heritage Geriatric Housing Development IX, Inc.
Heritage St. Joseph Gardens
1401 South Main Street
Ft. Worth, Texas 76104

LESSEE: East Fort Worth Montessori School, Inc.
2717 Putnam Street
Ft. Worth, Texas 76112

Subject to the terms and conditions set forth in this lease, Lessor hereby leases to Lessee that certain space located in the building located at 1401 South Main Street, Ft. Worth, Texas 76104 as set forth in Exhibit A which is attached hereto and incorporated herein as though fully set forth. Lessor reserves the right to renumber and redesignate the space referred to in Exhibit A hereinafter called the "Leased Space."

TERM

1. The term of this lease shall be a period of seven (7) years commencing at 12:01 a.m. on August 1, 1999 and ending at 12:01 a.m. on July 31, 2006 unless terminated earlier as provided in this lease.

Lessor grants to Lessee two (2) options to extend the lease term for five (5) years each on the same terms and conditions as this lease, except as set forth below. Each option can only be exercised by Lessee delivering unconditional written notice of exercise to Lessor at least 90 calendar days before the expiration of the previous lease term. If for any reason Lessee does not deliver this unconditional written notice of exercise when required, the option will lapse and be void and there will be no further right to extend the lease term. The option is granted to and may be exercised by Lessee on the express condition that, at the time of the exercise Lessee is not in default under this lease, and if Lessee is in default, the option will lapse and be void. If Lessee subleases all or any part of the premises or assigns or otherwise transfers any interest under this lease before the exercise of the option or after the exercise but before the beginning of the option (without Lessor's consent), at Lessor's election that extension option will lapse and be void.

If Lessee holds over and continues in possession of the Premises after termination of the term of this lease, Lessee's continued occupancy of the Premises shall be deemed merely a tenancy from month-to-month at a minimum rental of \$ 4,347.75 per month subject to all the terms and conditions, including the provisions for the rent increase provided in Paragraph 3, contained in this lease.

BASIC RENT

2. Lessee agrees to pay to Lessor as basic rent, to be adjusted as provided in Paragraph 3 of this lease, for the use and occupancy of the Leased space, the monthly sum as stated on Exhibit E, payable on the first day of each and every month commencing August 1, 1999 and continuing through the term of this lease. An initial security deposit of \$3,069 shall be due and payable on August 1, 1999. Lessee shall maintain a security deposit equal to one month's rent thereafter. All rent shall be paid by Lessee at a place or places that Lessor may from time to time designate by written notice given to Lessee.

RENT INCREASE

3. The basic rent specified in Paragraph 2 of this Lease for each calendar year subsequent to July 31, 2000 shall be increased by three percent (3%) per year.

USE OF PREMISES

4. The Leased Space shall be used for Montessori school & office purposes by Lessee and for no other use or uses without the prior express written consent of Lessor.

PROHIBITED USES

5. Lessee shall not commit or permit the commission of any acts on the Leased Space nor use or permit the use of the Leased Space in any way that
- (a) Increases the existing rates for or causes cancellation of any fire, casualty, liability or other insurance policy insuring the Building or its contents;
 - (b) Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Leased Space.
 - (c) Obstructs or interferes with the rights of other tenants or occupants of the Building or injures or annoys them; or
 - (d) Constitutes the commission of waste on the Leased Space or the commission or maintenance of a nuisance as defined by the laws of the State where the property is located.

ALTERATIONS BY TENANT

6. No alteration, addition or improvement to the Leased Space shall be made by Lessee without the written consent of the Lessor. Concurrently with requesting Lessor's consent to the proposed alteration, addition or improvement, Lessee shall submit to Lessor preliminary plans for the alteration, addition or improvement. Lessor shall, in sole discretion, approve or disapprove the proposed alteration, addition or improvement within 30 days after its receipt of Lessee's written request for approval. If Lessor fails to affirmatively approve or disapprove the proposed alteration, addition or improvement within the same 30-day period, the proposed alteration, addition or improvement shall be deemed disapproved. If Lessor gives such written consent to any alteration, addition or improvement to the leased premises, Lessor and Lessee shall agree in writing at that time to the date when that undertaking shall be completed. Lessee shall obtain all necessary governmental permits required for any alteration, addition or improvement approved by Lessor and shall comply with all applicable governmental law, regulations, ordinances and codes. Any alteration, addition or improvement made by Lessee after consent has been given, and any fixtures installed as part of the construction, shall at Lessor's option become the property of Lessor on the expiration or other earlier termination of this lease; provided, however, that Lessor shall have the right to require Lessee to remove the fixtures at Lessee's cost on termination of this lease. If Lessee is required by Lessor to remove the fixtures on termination of this lease, Lessee shall repair and restore any damages to the leased premises caused by such removal.

MECHANICS' LIENS

7. If Lessee causes any alterations, additions or improvements to be made to the Leased Space, Lessee agrees to keep the Leased Space free of liens for both labor and materials. If a lien is placed on the Leased Space in connection with any construction, repair or replacement work that Lessee may or must cause to be performed under this lease, which results in a final judgment, Lessor may pay the amount of that judgment. Lessee shall reimburse Lessor for the full amount paid within 30 days after that amount is paid by Lessor; otherwise Lessee shall be in default under this lease.

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ALTERATIONS BY LESSOR

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8. Before commencement of the lease term provided for in this lease, Lessor shall, at Lessor's sole cost and expense, make the improvements to the Leased Space as set forth in Exhibit B which is attached hereto and incorporated herein by reference as though fully set forth. Lessor shall cause all work to be performed in accordance with the final plans and specifications previously approved by Lessee and attached hereto as Exhibit C and incorporated herein.

If Lessor fails to complete construction required under this paragraph before commencement of the lease term, Lessee's obligation to pay rent shall not commence until that construction is completed, but Lessee shall have no right to cancel or otherwise terminate this lease. Notwithstanding the preceding sentence, if Lessor fails to complete construction and deliver possession of the premises on or before September 1, 1999 Lessee shall have the right to terminate this lease by giving written notice to Lessor within 30 days after the date set forth above for completion of construction.

MAINTENANCE AND REPAIRS

9. (a) Subject to the duty of the Landlord under this lease to provide regular cleaning service for the Leased Space and to perform maintenance and repairs for the Leased Space as needed, Lessee shall during the term of this lease maintain the Leased Space, in a good, clean and safe condition, and shall on expiration or earlier termination of this lease surrender the Leased Space to Lessor in as good condition and repair as existed on the date of this lease, reasonable wear and tear and damage by the elements excepted. Lessee, at Lessee's own expense, shall repair all deteriorations or injuries to the Leased Space or to the Building occasioned by Lessee's lack of ordinary care.

(b) Except as otherwise provided in this lease, Lessor shall perform, at Lessor's sole expense, all repairs and maintenance for the Leased Space and the Building. Any repairs by Lessor shall be made promptly with first-class materials, in a good and workmanlike manner, in compliance with all applicable laws of all governmental authorities, and in a style, character and quality conforming to the existing construction.

Except in the case of an emergency, Lessor shall not enter the Leased Space for the purpose of effecting the repairs, alterations or improvements other than during normal business hours, and shall give Lessee 24 hours' notice of the intention to enter for those purposes.

(c) Except for cases of emergency, Lessor shall make all repairs required hereunder as soon as is practical. In the event Lessor has not made a repair referred to in a written notice from Lessee to Lessor within 30 days after the date of that notice, Lessee shall have the right to have the repair performed and be reimbursed by Lessor. If the full amount of reimbursement is not delivered by Lessor to Lessee within 10 days after Lessee's delivery to Lessor of a written statement or bill evidencing the cost of the repair, Lessee shall have the right to deduct the cost of the repair from the next monthly rent payable to Lessor.

INSPECTION BY LANDLORD

10. Lessee shall permit Lessor or Lessor's agents, representatives or employees to enter the Leased Space at all reasonable times for the purpose of inspecting the Leased Space to determine whether Lessee is complying with the terms of this lease and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Leased Space under this lease.

COMMON AREAS OF BUILDING

11. (a) Lessor shall make available at all times during the term of this lease in any portion of the Building that Lessor from time to time designates or relocates, automobile parking and common areas (jointly referred to as "common areas," as that term is defined below) as Lessor shall from time to time

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deem appropriate. Lessee shall have the nonexclusive right during the term of this lease to use the common areas for itself, its employees, agents, customers, clients, invitees and licensees.

(b) The term "common areas" means the portions of the Building that, at the time in question, have been designated and improved for common use by or for the benefit to more than lessees of the Building, including the parking areas; access and perimeter roads; landscaped areas; exterior walks, roofs, stairways, elevators, escalators and/or ramps; interior corridors, elevators, stairs and balconies; directory equipment; the main entry lobby; restrooms; and drinking fountains. Lessor reserves the right to redesignate a common area for a noncommon use or to designate as common area a portion of the Building not previously designated a common area.

(c) All common areas shall be subject to the exclusive control and management of Lessor or any other persons or nominees that Lessor may have delegated or assigned to exercise management or control, in whole or in part, in Lessor's place and stead. Lessor shall have the right to close, if necessary, all or any portion of the common areas as is deemed necessary by Lessor to effect necessary repairs, maintenance or construction, or to maintain the safety of lessees or the general public. Lessor will maintain the common areas in a clean, orderly and sanitary manner. Lessor is responsible for all repairs of the common areas, except those required by the negligence of Lessee.

(d) Rules and Regulations. Lessor and Lessor's nominees and assignees shall have the right to establish, modify, amend and enforce reasonable rules and regulations with respect to the common areas and the Building. Lessee shall fully and faithfully comply with and observe the rules and regulations for the common areas and the Building ("the Building Rules and Regulations"), of which the Leased Space is a part, including any additions or amendments to the Building Rules and Regulations that may be hereafter enacted by Lessor in Lessor's sole discretion. Lessee acknowledges receipt of a copy of the Building Rules and Regulations, which are attached to and made a part of this lease as Exhibit D. Lessor shall not be liable in any way for failure of any other occupant of the Building of which Leased Space is a part to comply with and observe these rules and regulations.

UTILITIES FURNISHED BY LANDLORD

12. Lessor shall, at Lessor's own cost and expense, provide the following utilities to the Leased Space and the Building:

(a) Water and electricity for the Leased Space and the Building, available as follows: seven days a week, 24 hours a day, excluding national holidays;

(b) Heating and air conditioning for the Leased Space and Building, available as follows: seven days a week, 24 hours a day, excluding national holidays.

LESSEE'S LIABILITY INSURANCE

13. For the mutual benefit of Lessor and Lessee, Lessee shall during the term of this lease cause to be issued and maintained public liability insurance in the sum of at least \$1,000,000 for injury to or death of one person, and \$1,000,000 for injury to or death of more than one person in any one accident, insuring the Lessee against liability for injury and/or death occurring in or on the Leased Space or the common areas. Lessor shall be named as an additional insured and the policy shall contain cross-liability endorsements. The Tenant shall maintain all such insurance in full force and effect during the entire term of this lease and shall pay all premiums for the insurance. Evidence of insurance and of the payment of premiums shall be delivered to Lessor.

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14. Lessee agrees at all times during the term of this lease to keep, at Lessee's sole expense, all of Lessee's personal property, including trade fixtures and equipment of Lessee that may be on or in the Leased Space from time to time, insured against loss or damage by fire and by any peril included within fire and extended coverage insurance for an amount that will insure the ability of Lessee to fully replace the personal property, trade fixtures and equipment.

INDEMNIFICATION

15. (a) Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor, for any injury or damage to any person or property in or about the Leased Space or any part of the Leased Space by or from any cause whatsoever, except injury or damage to Lessee resulting from the acts or omissions of Lessor or Lessor's authorized agents.

(b) Lessee shall hold Lessor harmless from and defend Lessor against any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Leased Space or any part of it, and occurring in, on, or about any common areas of the Building when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by Lessee, its agents, servants, employees or invitees.

DESTRUCTION OF LEASED SPACE OR BUILDING

16. If the Leased Space or the Building of which it is a part is damaged or destroyed by any cause not the fault of Lessee, Lessor shall at Lessor's sole cost and expense promptly repair it, and the rent payable under this lease shall be abated for the time and to the extent Lessee is prevented from occupying the Leased Space in its entirety. Notwithstanding the foregoing, if the Leased Space or the Building is damaged or destroyed and repair of the damage or destruction cannot be completed within 120 days:

(a) Lessor may, in lieu of making the repairs required by this paragraph, terminate this lease by giving Lessee 30 days' written notice of termination. A notice of termination must be given by Lessee not later than 30 days after the event causing the destruction or damage; or

(b) Lessee may terminate this lease by giving Lessor 30 days' written notice of termination.

CONDEMNATION

17. (a) If all or any part of the Leased Space is taken by any public or quasi-public agency or entity under the power of eminent domain during the term of this lease

(1) Either Lessor or Lessee may terminate this lease by giving the other 30 days' written notice of termination; provided, however, that Lessee cannot terminate this lease unless the portion of the Leased Space taken by eminent domain is so extensive as to render the remainder of the Leased Space useless for the uses permitted by this lease.

(2) If only a portion of the Leased Space is taken by eminent domain and neither Lessor nor Lessee terminates this lease, the rent thereafter payable under this lease shall be reduced by the same percentage that the floor area of the portion taken by eminent domain bears to the floor area of the entire Leased Space.

(b) If any portion of the Building other than the Leased Space is taken by eminent domain, Lessor may, at its option, terminate this lease by written notice to Lessee.

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(c) Any and all damages and compensation awarded or paid because of a taking of the Leased Space or the Building shall belong to Lessor, and Lessee shall have no claim against Lessor or the entity exercising eminent domain power for the value of the unexpired term of this lease of any other right arising from this lease.

ASSIGNMENT AND SUBLETTING

18. Lessee shall not encumber, assign, sublet or otherwise transfer this lease, any right or interest in this lease, or any right or interest in the Leased Space without first obtaining the express written consent of Lessor. Furthermore, Lessee shall not sublet the Leased Space or any part of it or allow any other persons, other than Lessee's employees and agents, to occupy or use the Leased Space or any part of it without the prior written consent of Lessor. A consent by Lessor to one assignment, subletting or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrance, assignment, transfer or subletting without the prior written consent of Lessor, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this lease. The consent of Lessor to any assignment of Lessee's interest in this lease or the subletting by Lessee of the Leased Space shall not be unreasonably withheld.

ACTS CONSTITUTING BREACH BY LESSEE

19. The following shall constitute a default under and a breach of this lease by Lessee:

- (a) The nonpayment of rent when due, when the nonpayment continues for 10 days after written notice to pay rent or surrender possession of the Leased Space has been given by Lessor to Lessee;
- (b) A failure to perform any provision, covenant, or condition of this lease other than one for the payment of rent, when that failure is not cured within 30 days after written notice of the specific failure is given by Lessor to Lessee;
- (c) The breach of this lease and abandonment of the Leased Space before expiration of the term of this lease;
- (d) A receiver is appointed to take possession of all or substantially all of Lessee's property located at the Leased Space or of Lessee's interest in this lease, when possession is not restored to Lessee within 15 days;
- (e) Lessee makes a general assignment for the benefit of creditors;
- (f) The execution, attachment or other judicial seizure of substantially all of Lessee's assets located at the Leased Space or of Lessee's interest in this lease, when the seizure is not discharged within 15 days; or
- (g) The filing by or against Lessee of a petition to have Lessee adjudged as bankrupt or of a petition for reorganization or arrangement under the federal bankruptcy law (unless, in the case of a petition filed against Lessee, it is dismissed within 60 days).

The notices provided for in subsections (a) and (b) of this Paragraph 19 are not intended to replace, but rather are in addition to, any required statutory notices for unlawful detainer proceedings under the laws of the State where the property is located.

LESSOR'S REMEDIES

20. If Lessee breaches or is in default under this lease, Lessor, in addition to any other remedies given Lessor by law or equity, may:

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APPLICATION

(a) Continue this lease in effect by not terminating Lessee's right to possession of the Leased Space and thereby be entitled to enforce all Lessor's rights and remedies under this lease including the right to recover the rent specified in this lease as it becomes due under this lease; or

(b) Terminate this lease and all rights of Lessee under the lease and recover from Lessee

(1) The worth at the time of award of the unpaid rent that had been earned at the time of termination of the lease;

(2) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;

(3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the rental loss that Lessee proves could be reasonably avoided; and

(4) Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform Lessee's obligations under this lease; or

(c) In lieu of, or in addition to, bringing an action for any or all of the recoveries described in subparagraph (b) of this paragraph, bring an action to recover and regain possession of the Leased Space in the manner provided by the law of unlawful detainer then in effect in the State where the property is located.

TERMINATION NOTICE

21. No act of Lessor, including but not limited to Lessor's entry on the Leased Space or efforts to relet the Leased Space, or the giving by Lessor to Lessee of a notice of default, shall be construed as an election to terminate this lease unless a written notice of the Lessor's election to terminate this lease is given to Lessee.

WAIVER OF BREACH

22. The waiver by Lessor of any breach by Lessee of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by Lessee either of the same or a different provision of this lease.

NOTICE

23. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party to this lease by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows:

Lessor: Administrator
Heritage Geriatric Housing Development IX, Inc.
Dba Heritage St. Joseph Gardens
1401 South Main Street
Ft. Worth, Texas 76104

Copies to: Health Care Holdings, LLC
1401 S. Main Street
Ft. Worth, Texas 76104

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Copies to: Jerold V. Goldstein, President
16133 Ventura Blvd. Suite 965
Encino, California 91436

APPLICATION

Lessee:

East Fort Worth Montessori School, Inc.
2717 Putnam Street
Ft. Worth, Texas 76112

Either party may change its address for the purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

ATTORNEYS' FEES

24. If any litigation is commenced between the parties to this lease concerning the Leased Space, this lease, or the rights and duties of either in relation to the Leased Space or the lease, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

BINDING ON HEIRS AND SUCCESSORS

25. This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, but nothing in this paragraph shall be construed as a consent by Lessor to any assignment of this lease or any interest therein by Lessee except as provided in Paragraph 18 of this lease.

TIME OF ESSENCE

26. Time is expressly declared to be of the essence in this lease.

SOLE AND ONLY AGREEMENT

27. This instrument constitutes the sole and only full, final and complete agreement between Lessor and Lessee respecting the Leased Space or the leasing of the Leased Space to Lessee, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Leased Space or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void. All prior negotiations between the parties are subsumed into this lease to the extent they have been agreed to, and if not agreed to by the parties such negotiations are not set forth in the terms and conditions of this lease. This lease may not be extended, amended, modified, altered, or changed, except in writing signed by Lessor and Lessee.

GOVERNING LAW

28. This Lease shall be governed by the laws of the State where the Building is located.

SEVERABILITY

29. If any provision of this lease is declared void or unenforceable for any reason, it shall not affect the validity of any other provision of this lease.

DEPRECIATION

30. Lessee shall not depreciate this lease.

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Executed as of the dates set forth below:

Lessor: Heritage Geriatric Housing Development IX, Inc.
Dba Heritage St. Joseph Gardens

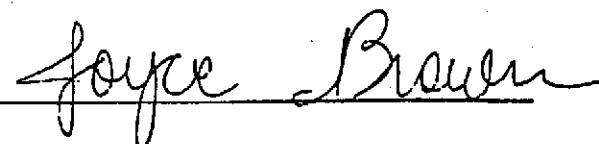
By: 

Name: Jerold V. Goldstein

Title: President

Date: 6.17.99

Lessee: East Fort Worth Montessori School, Inc.

By: 

Name: Joyce Brown

Title: Director

Date: 6.17.99

**ATTACHMENT 23 Copy of Occupancy Certificate Showing Approval
for School Site*****

The following attachment includes a Certificate of
Occupancy for East Fort Worth Montessori.

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APPLICATION



City of Fort Worth
1000 Throckmorton Street
Fort Worth, Texas



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CITY OF FORT WORTH • DEVELOPMENT DEPARTMENT • BUILDING INSPECTION DIVISION
CERTIFICATE OF OCCUPANCY

Lot 15&24 Block 0 Legal Description POLLARD ESTATES
Street Address of Building, Room, Area 2717 PUTNAM ST Date 03/21/02

I have examined the City of Fort Worth Official Zoning District Map and do hereby certify that the above described land is zoned CP. This land can be used as a SCHOOL/CLASSROOM PER INSPECTION 07/6/01

BUILDING USE

Permit No. B0112902000 This is a type structure VB

I have inspected this (building) (room) (area) and find that it is or can be used as a Group F Division 1 Occupancy Classification as defined by the City of Fort Worth Building Code and, when used by such Occupancy Classification, will comply with all pertinent laws and ordinances. (Annotate high-piled combustible storage as -H.)

Owner EAST FORT WORTH MONTESSORI SCHOOL Building Official AL GODWIN
Owner's Address 2717 PUTNAM ST Issued by LARRY JOHNSON/PS
FORT WORTH TX

The City of Fort Worth cannot and does not in any way represent, advise, or guarantee that your compliance with the building code will prevent liability for violations of the Americans with Disabilities act.

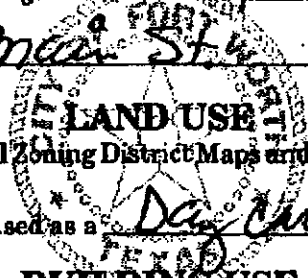
The occupant load of this (building) (room) (area) shall not exceed 72
The Building Code requires that this certificate be posted in a conspicuous place on the premises.

APPLICATION

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CITY OF FORT WORTH • DEVELOPMENT DEPARTMENT • BUILDING INSPECTION DIVISION
CERTIFICATE OF OCCUPANCY

Lot AR Block T Legal Description Rosedale
Street Address of Building, Room Area 1401 S Main St Date 8-4-99



I have examined the City of Fort Worth Official Zoning District Maps and do hereby certify that the above described land is zoned CF This land can be used as a Day care/Montessori

BUILDING USE

Permit No. B9913202200 This is a type 1 FR Single structure.

I have inspected this (building) (room) (area) and find that it is or can be used as a Group E, Division 3, Occupancy Classification as defined by the City of Fort Worth Building Code and, when used by such Occupancy Classification, will comply with all pertinent laws and ordinances. (If B2 storage, annotate high-piled combustible storage as B2-H.)

Owner Montessori School @ Building Official Al Schwin
Owner's Address 1401 S. Main St
Ft Worth TX Issued by John Gorman

The City Of Fort Worth Cannot And Does Not In Any Way Represent Advise Or Guarantee That your Compliance With The Building Code Will Prevent Liability For Violations Of The American With Disabilities Act.

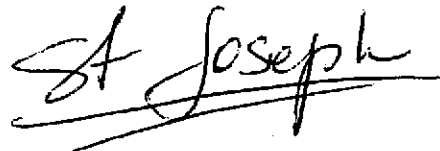
The occupant load of this (building) (room) (area) shall not exceed _____
The Building Code requires that this certificate be posted in a conspicuous place on the premises.

ATTACHMENT 24 Asbestos Management Plan***


The following attachment includes the Asbestos Management Plan for East Fort Worth Montessori.

ASBESTOS MANAGEMENT PLAN

East Ft. Worth Montessori
1401 S. Main Street
Ft. Worth, Texas 76104



October 23, 2000



J. C. Wyatt
Individual Asbestos Management Planner
TDH License No. 20-5110

COMPLIANCE PARTNERS, INC.
300 N. 8th Street, Suite 209
Midlothian, Texas 76065

TDH Licensed Asbestos Management Planner Agency
License No. 20-0044

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2.0	ASSESSMENT OF NONFRIABLE ACBM	1
3.0	MANAGEMENT PLAN ELEMENTS	2

FIGURE

Figure 1 ACBM Location Map

ATTACHMENTS

- Attachment A Licenses and Certifications
- Attachment B Initial Non-Destructive Asbestos Survey
- Attachment C Designated Person & Training Records
- Attachment D Sample Notification Letters
- Attachment E Outside Contractor Listing

1.0 INTRODUCTION & PURPOSE

As required by the Asbestos Hazard Emergency Response Act (AHERA) Section 40 of the Code of Federal Regulations Part 763 (40 CFR 763) a Management Plan shall be developed for each local education agency (LEA) including all buildings that they own, lease, or otherwise use as school buildings and be submitted to the Agency designated by the Governor of the State, (Texas Department of Health, Toxic Substance Control Division, Asbestos Branch).

This plan is provided to meet the requirements of AHERA 40 CFR 763.93 for Honors Academy, East Ft. Worth Montessori located at 1401 S. Main Street, Ft. Worth, Texas 76104.

The initial asbestos inspection was conducted on October 17, 2000 by Compliance Partners, Inc. (CPI), TDH Licensed Asbestos Management Planner Agency, TDH License No. 20-0044. Ms. Michele White, TDH Licensed Asbestos Inspector, No. 60-1830 conducted the inspection. This Management Plan has been developed by Mr. J. C. Wyatt, TDH Licensed Individual Asbestos Management Planner, TDH License No. 20-5110.

2.0 ASSESSMENT OF NONFRIABLE ACM

AHERA requires a written hazard assessment of all friable ACM in a school building (40 CFR 763.88). The ACM in this inspection was observed to be nonfriable and in good condition.

Black tar (mastic) material beneath 12" x 12" floor tile in classroom (Sample 09)

Approximately 300 sq. ft. of floor tile is located on the south side of the classroom. The floor tile is in good condition with no areas of yellow mastic or black tar (mastic) accessible and nonfriable.

It is possible that the black tar (mastic) is present beneath the balance of the classroom flooring (~450 sq. ft.) is indoor outdoor carpet glued to a concrete substrate and the restroom (~56 sq. ft.) vinyl sheet flooring. This carpet and sheet vinyl flooring is assumed ACM, in good condition and nonfriable.

The black tar (mastic) is effectively encapsulated under the current flooring.

Condition:		Good
Potential for Damage:	water	low
	vibration	low
	physical contact	low
	air erosion	low
Potential for Damage Ranking:		low
Friable:		N
Hazard Ranking:		1

See Figure 1 for location of nonfriable assumed ACM.

APPLICATION

3.0 MANAGEMENT PLAN ELEMENTS

§763.93(e)(5)

ASBESTOS MANAGEMENT OPTIONS

Basically, two options are available for management of the nonfriable asbestos containing building materials identified in the attached survey (Appendix B): 1) Remove all identified ACBM in building, and; 2) place nonfriable ACBM in a Operations & Maintenance (O&M) Program pending removal during scheduled renovation activities. The best long term solution is abatement however, this option may not be feasible on the short term.

Option 1 - Abatement

Description	Amount	Budget
Floor Tile & Mastic	300 sq. ft.	975.00
Carpet & Sheet Vinyl Flooring & Mastic	506 sq. ft.	1,897.50
Abatement Total		2,872.50
Project design, management, air monitoring		650.00
Contingency @ 10%		352.25
Total Amount to Abate Identified ACM		\$3,874.75

This is a budget estimate. Estimate does not include any fees or taxes.

Option 2 - Management in Place

As previously stated, the best long term solution is the removal of all ACBM. In the event that option is not feasible, proper management is necessary to ensure compliance with relevant state and federal regulations.

The LEA shall implement in a timely manner the appropriate response actions consistent with the Initial Survey. These actions shall be sufficient to protect human health and the environment. The nonfriable ACBM and nonfriable assumed ACM present was observed to be in good condition. No response actions are required at this time.

Identified ACBM and assumed ACM present at the Honors Academy, East Ft. Worth Montessori, South Main Street location should be placed in an Operations & Maintenance (O&M) Program pending abatement during planned future renovations. The identified ACBM and assumed ACM under the existing floor is in good condition and serves to effectively encapsulate the ACBM.

Approximate cost for preparation of O&M Program is \$ 500.00.

The recommendations stated above were prepared by Mr. J. C. Wyatt, TDH Licensed Individual Asbestos Management Planner, No. 20-5110.


 J. C. Wyatt
 Individual Asbestos Management Planner
 License No. 20-5110

APPLICATION

§763.93(e)(1)

The building included in this management plan is:

Facility Name	Address	ACM Summary
Honors Academy E. Ft. Worth Montessori (single classroom)	1401 S. Main Street Ft. Worth, TX 76104	Nonfriable ACBM Assumed nonfriable ACM

§763.94(e)(2)

It was reported that a previous asbestos survey was conducted. No documentation was available for review at the time of the inspection.

§763.94(e)(3)

A non-destructive asbestos inspection was conducted at the request of Ms. Candace Redden with Honors Academy on October 17, 2000 by Compliance Partners, Inc. (CPI), TDH Licensed Asbestos Management Planning Agency, TDH License No. 20-0044. Applicable licenses are provided in Attachment A. The inspection was conducted by Ms. Michele White, TDH Licensed Asbestos Inspector, No. 60-1830. This inspection report containing a diagram of sampling locations, homogeneous areas, sampling methods, and laboratory reports is included as Attachment B.

§763.94(e)(4)

Attachment C lists the person designated to carry out the duties required by §763.84. Training information and documentation is included in this attachment.

§763.94(e)(6)

No friable ACBM was identified in the building. Nonfriable ACBM located in the classroom occupied by the Honors Academy, E. Ft. Worth Montessori was in good condition. All nonfriable ACBM and assumed ACM should be placed in an O&M Program.

§763.94(e)(7)

Honors Academy, E. Ft. Worth Montessori will use outside inspectors and contractors licensed by the Texas Department of Health to conduct reinspections and to carry out response actions at the building. A list of outside contractors is provided in Attachment E.

§763.94(e)(8)

No friable ACBM was identified in the area inspected. Identified ACBM and assumed ACM is described in Table 1 of the Non-Destructive Asbestos Inspection Report. See Figure 1 of this Management Plan for nonfriable ACBM and assumed ACM locations.

Pursuant to §763.90 it is recommended that the identified ACBM and assumed ACM be placed in an Operations Maintenance (O&M) Program pending future planned renovations. Updates to this section shall be made as response actions or ACBM status changes.

§763.94(e)(9)

Reinspection under §763.85 is required every three years by a licensed asbestos inspector. An Operations & Maintenance Program shall be prepared for all identified and assumed ACBM. All O&M activities shall be conducted by a licensed outside contractor.

APPLICATION

No friable ACBM, or assumed friable ACM was observed at this location. Only nonfriable ACBM and assumed ACM is present in the area of the survey. Licensed outside contractors will be used to remove any nonfriable ACBM that could be disturbed by building activities, prior to conducting such activity.

Periodic surveillance shall be conducted in accordance with §763.92 every six (6) months by a TDH license inspector operating under the authority of a Licensed Management Planner Organization (outside contractor).

§763.91(e)(10)

Sample notification letters used to inform workers, building occupants and their legal guardians about asbestos management activities at the building are included as Attachment D.

Parents, teachers, and employees will be notified by letter of the availability of the management plan as soon as the plan is submitted to the state.

§763.91(e)(11)

The response action recommended for this time for the nonfriable ACBM and assumed ACM present in the survey area is to place in O & M and awareness training.

Attachment E includes a listing of outside abatement contractors to be used in the event identified or assumed ACM is to be disturbed or becomes damaged.

A listing of outside contractors for periodic surveillance is also listed in this Attachment.

An approximate cost for training and periodic surveillance is \$600.00 per occurrence.

§763.91(e)(12)

This Management Plan has been developed by Mr. J. C. Wyatt, TDH Licensed Individual Management Planner, License No. 20-5110, with Compliance Partners, Inc., a TDH Licensed Asbestos Management Planner Agency, TDH License No. 20-0044. A copy of applicable licenses are provided in Attachment A.

In accordance with 40 CFR 763.93(i), I certify that to the best of my knowledge and belief, the general local education agency responsibilities stipulated in 40 CFR 763.84 have been or will be met.

Designated Individual

Date

00337

ASBESTOS MANAGEMENT PLAN

East Ft. Worth Montessori
2717 Putnam Street
Ft. Worth, Texas 76112

October 25, 2000

COMPLIANCE PARTNERS, INC.
300 N. 8th Street, Suite 209
Midlothian, Texas 76065

TDH Licensed Asbestos Management Planner Agency
License No. 20-0044

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FIGURE

Figure 1 ACBM Location Map

ATTACHMENTS

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Attachment B Initial Non-Destructive Asbestos Survey

Attachment C Designated Person & Training Records

Attachment D Sample Notification Letters

Attachment E Outside Contractor Listing

1.0 INTRODUCTION & PURPOSE

As required by the Asbestos Hazard Emergency Response Act (AHERA) Section 40 of the Code of Federal Regulations Part 763 (40 CFR 763) a Management Plan shall be developed for each local education agency (LEA) including all buildings that they own, lease, or otherwise use as school buildings and be submitted to the Agency designated by the Governor of the State, (Texas Department of Health, Toxic Substance Control Division, Asbestos Branch).

This plan is provided to meet the requirements of AHERA 40 CFR 763.93 for Honors Academy, East Ft. Worth Montessori located at 2717 Putnam Street, Ft. Worth, Texas 76112.

The initial asbestos survey was conducted on October 13 & 16, 2000 by Compliance Partners, Inc. (CPI), TDH Licensed Asbestos Management Planner Agency, TDH License No. 20-0044. Ms. Michele White, TDH Licensed Asbestos Inspector, No. 60-1830 conducted the inspection. This Management Plan has been developed by Mr. J. C. Wyatt, TDH Licensed Asbestos Individual Management Planner, TDH License No. 20-5110.

2.0 ASSESSMENT OF FRIABLE NONFRIABLE ACBM

AHERA requires a written hazard assessment of all friable ACMB in a school building (40 CFR 763.88). The identified friable asbestos containing material at this location is as follows:

Popcorn Ceiling Texture (Samples 30, 31, 35, 46, 47)

Approximately 2,200 sq. ft. of popcorn ceiling texture is located in various rooms of the main building. The texture is in good condition but is friable.

Condition:		Good
Potential for Damage:	water	low
	vibration	low
	physical contact	moderate
	air erosion	moderate
Potential for Damage Ranking:		moderate
Friable:		Y
Hazard Ranking:		2

See Figure 1 for ACBM locations.

This hazard assessment has been adapted for the nonfriable ACM identified at this location as shown below.

**Orange mastic under floor tile in back building
(Samples 02, 03, 04)**

Approximately 1,396 sq. ft. of floor tile (12" x 12" cream and 12" x 12" dark beige) is located in the back building. The tile is installed in a checkerboard pattern. An orange mastic is present under a sample of 12" x 12" dark beige floor tile. It should be assumed that the mastic exists beneath all of the tile in this area. The material is in good condition with some damaged tiles.

Condition:		Good (<10% damaged)
Potential for Damage:	water	low
	vibration	low
	physical contact	low
	air erosion	low
Potential for Damage Ranking:		low
Friable:		N
Hazard Ranking:		1

**12" x 12" orange floor tile in laundry room (currently used for storage)
(Sample 26)**

Approximately 50 sq. ft. of floor tile is located in the laundry room in the main building. There were some damaged tiles at the time of the assessment. This area was observed to be used as storage and not accessible to the students at the time of the assessment.

Condition:		Good (<10% damaged)
Potential for Damage:	water	moderate
	vibration	low
	physical contact	moderate
	air erosion	low
Potential for Damage Ranking:		moderate
Friable:		N
Hazard Ranking:		2

See Figure 1 for location of nonfriable assumed ACM.

3.0 MANAGEMENT PLAN ELEMENTS

§763.93(e)(5)

ASBESTOS MANAGEMENT OPTIONS

Basically, two options are available for management of the nonfriable asbestos containing building materials identified in the attached inspection (Appendix B): 1) Remove all identified ACBM in building, and; 2) place ACBM in an Operations & Maintenance (O&M) Program pending removal during scheduled renovation activities. The best long term solution is abatement however, this option may not be feasible on the short term.

Identified ACBM could be encapsulated, however, this option does not appear to be economically feasible. Costs to encapsulate and place in O & M Program would likely exceed the cost of abatement.

Option 1 - Abatement

Description	Amount	Budget
Floor Tile & Mastic (Main Building)	50 sq. ft.	162.50
Popcorn ceiling texture (Main Building)	2,200 sq. ft.	12,100.00
Floor Tile & Mastic (Back Building)	1,350 sq. ft.	5,062.50
Abatement Total		17,325.00
Project design, management, air monitoring		1,500.00
Contingency @ 10%		1,882.50
Total Amount to Abate Identified ACM		20,707.50

This is a budget estimate. Estimate does not include any fees or taxes.


Option 2 - Management in Place

As previously stated, the best long term solution is the removal of all ACBM from the buildings. In the event that option is not feasible, proper management is necessary to ensure compliance with relevant state and federal regulations.

The LEA shall implement in a timely manner the appropriate response actions consistent with the Initial Survey. These actions shall be sufficient to protect human health and the environment. The ACBM present in the building is in good condition. The damaged areas of floor tile in both buildings should be repaired as soon as practical. The popcorn ceiling texture in the main building is in good condition however it is friable. The texture and floor tile in the back building should be placed in an O & M Program pending abatement during any planned future renovations. Measures should be taken so not to disturb the ceiling texture (i.e. nailing or screwing into surface).

Approximate cost for preparation of O&M Program is \$800.00.

The recommendations stated above were prepared by Mr. J. C. Wyatt, TDH Licensed Individual Asbestos Management Planner, No. 20-5110.


 J. C. Wyatt
 Individual Asbestos Management Planner
 License No. 20-5110

00342

§763.93(e)(1)

The building included in this management plan is:

Facility Name	Address	ACM Summary
E. Ft. Worth Montessori	2717 Putnam St. Ft. Worth, TX 76104	Friable & Nonfriable ACBM Assumed ACM

§763.93(e)(2)

There is no documentation or information regarding a previous asbestos survey.

§763.93(e)(3)

A non-destructive asbestos inspection was conducted at the request of Ms. Candace Redden with Honors Academy on October 13 & 16, 2000 by Compliance Partners, Inc. (CPI), TDH Licensed Asbestos Management Planner Agency, TDH License No. 20-0044. The survey was conducted by Ms. Michele White, TDH Licensed Asbestos Inspector, No. 60-1830. This survey report containing a diagram of sampling locations, homogeneous areas, sampling methods, and laboratory reports is included as Attachment B.

§763.93(e)(4)

Attachment C lists the person designated to carry out the duties required by §763.84. Training information and documentation is included in this attachment.

§763.93(e)(6)

Friable and nonfriable ACBM was identified in the building. Assumed ACM was also identified. The material identified was in good condition with some minor damage (<10%) to floor tile. All ACBM and assumed ACM will be placed in an O&M Program.

§763.93(e)(7)

Honors Academy, East Ft. Worth Montessori will use outside inspectors and contractors licensed by the Texas Department of Health to conduct reinspections and to carry out response actions at the building. A list of outside contractors is provided in Attachment E.

§763.93(e)(8)

Friable ACBM, nonfriable ACBM, and assumed ACM was identified in the area surveyed. The popcorn ceiling texture located in the main building is in good condition but friable. The floor tile in the main building is non friable with some damage and the floor tile mastic in the back building was in good condition with some damage. All friable and nonfriable ACBM, and assumed ACB identified at this location is described in Table 1 of the Non-Destructive Asbestos Inspection Report. See Figure 1 of this management plan for all ACBM locations.

Pursuant to §763.90 it is recommended that the identified friable surfacing material (popcorn ceiling texture) be placed in an O & M Program and implemented, institute preventive measures to eliminate the reasonable likelihood that the ACM will become damaged, deteriorated, or delaminated. The material should be abated during any planned renovation activities. The identified nonfriable ACBM and assumed ACM should also be placed in the O & M Program. Damaged areas should be repaired prior to any change in service of the area. Updates to this section shall be made as response actions or ACBM status changes.

§763.93(e)(9)

Reinspection under §763.85 is required every three years by a licensed asbestos inspector. An Operations & Maintenance Program shall be prepared for all identified ACBM and assumed ACM. All O & M activities shall be conducted by a licensed outside contractor.

Friable ACBM was observed at this location. Nonfriable ACBM and assumed ACM is also present in the area of the inspection. Only Licensed outside contractors will be used to abate, repair or encapsulate ACBM. The management plan will be updated when the status of ACBM changes.

Periodic surveillance shall be conducted in accordance with §763.92 every six (6) months by a TDH license inspector operating under the authority of a Licensed Management Planner Agency (outside contractor).

§763.93(e)(10)

Sample notification letters used to inform workers, building occupants and their legal guardians about asbestos management activities at the building are included as Attachment D.

Parents, teachers, and employees will be notified by letter of the availability of the management plan as soon as the plan is submitted to the state.

§763.93(e)(11)

A cost estimate for abatement of the identified ACBM is included in Section 3.0 of this plan (*Option 1*).

The response action recommended at this time for the ACBM present in the buildings is to place in an O & M Program and awareness training.

Attachment E includes a listing of outside abatement contractors to be used in the event identified ACBM or assumed ACM is to be disturbed or becomes damaged.


A listing of outside contractors for periodic surveillance is also listed in this Attachment.

An approximate cost for training and periodic surveillance is \$600.00 per occurrence.

§763.93(e)(12)

This Management Plan has been developed by Mr. J. C. Wyatt, TDH Licensed Individual Management Planner, License No. 20-5110, with Compliance Partners, Inc., a TDH Licensed Asbestos Management Planner Agency, TDH License No. 20-0044. A copy of applicable licenses are provided in Attachment A.

In accordance with 40 CFR 763.93(i), I certify that to the best of my knowledge and belief, the general local education agency responsibilities stipulated in 40 CFR 763.84 have been or will be met.

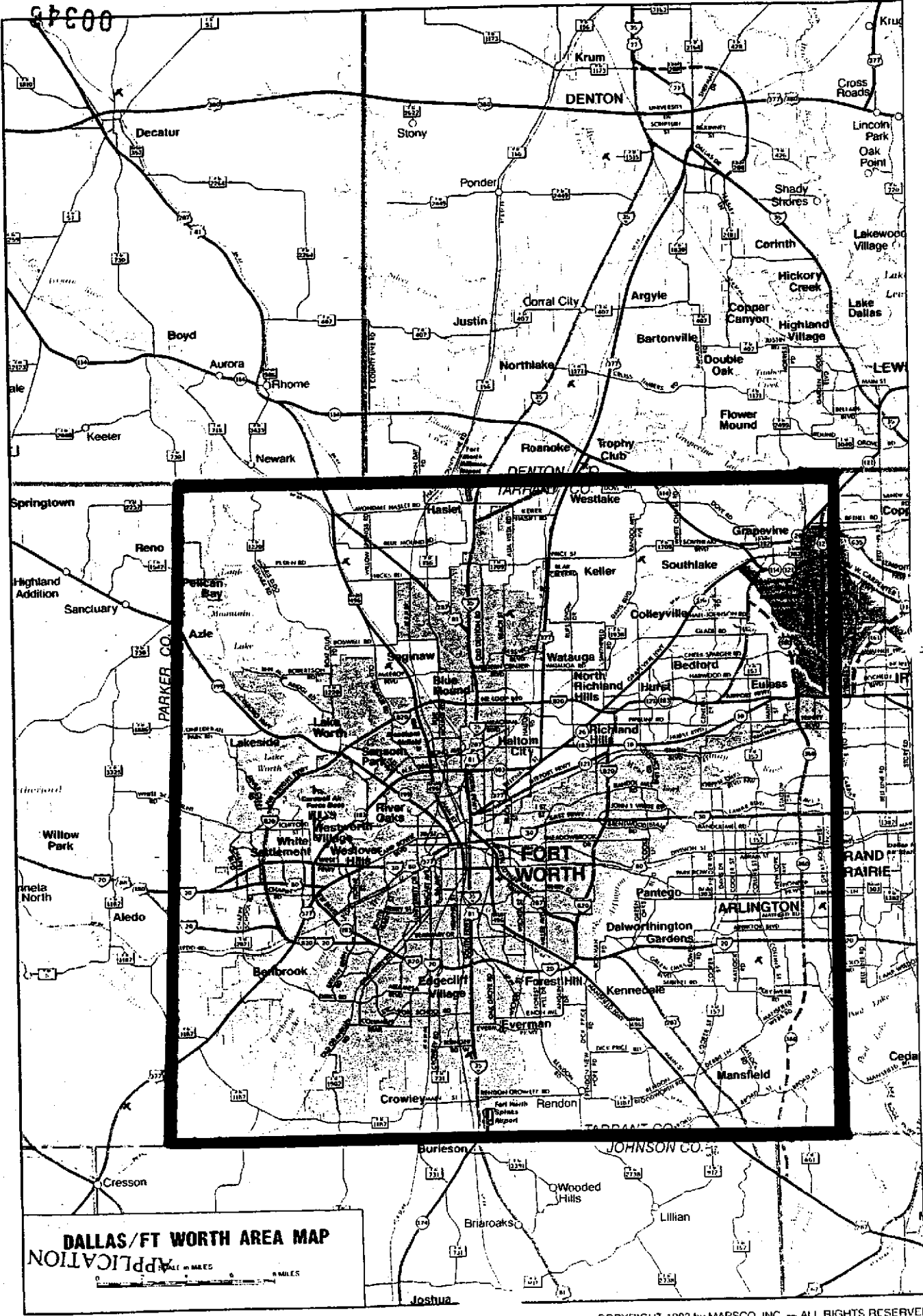

Designated Individual

11-13-00
Date

ATTACHMENT 25 Map of Geographic Area

The following attachments include a map of the geographic area and a map of the specific area of East Fort Worth Montessori.

00300



DALLAS/FT WORTH AREA MAP
 APPLICATION
 SCALE IN MILES
 0 5 10 MILES

FO

ATTACHMENT 26 List of School Districts from which Students Will Be Accepted

The following attachment includes a list of school districts from which students will be accepted at East Fort Worth Montessori.

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

ATTACHMENT 27 Return Receipts for Mailing of Impact Statements

The following attachments include the return receipts for mailing of impact statements for East Fort Worth Montessori.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature X <i>Darlene Bradley</i> <input type="checkbox"/> Agent <input type="checkbox"/> Address	
	B. Received by (Printed Name)	C. Date of Del 5-29-01
1. Article Addressed to: The Superintendent Carroll ISD 1201 N Carroll Ave South Lake TX 76092-9405	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchand <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number (Transfer from service label) 7002 0460 0001 5862 6102		

PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature X <i>Angela Walker</i> <input type="checkbox"/> Agent <input type="checkbox"/> Address	
	B. Received by (Printed Name) ANGELA WALKER	C. Date of Del 5-10-01
1. Article Addressed to: Superintendent Crowley ISD P.O. BOX 688 Crowley, TX 76036-0688	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchand <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number (Transfer from service label) 7002 0460 0001 5862 6072		

PS Form 3811, August 2001 Return Receipt 102595-01-M-1

APPLICATION

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dr. Thomas Tecco
 Superintendent
 Fort Worth, ISD
 100 N University
 Fort Worth, TX 76107-3010

2. Article Number

(Transfer from service label)

7002 0460 0001 5862 6089

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-4

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* Agent
 Addressee

B. Received by (Printed Name)

[Signature] C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

The Superintendent
 White Settlement ISD
 401 S Cherry Lane
 White Settlement, TX 76108
 2524

2. Article Number

(Transfer from service label)

7002 0460 0001 5858 1395

PS Form 3811, August 2001

Domestic Return Receipt

00351 102595-01

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* Agent
 Addressee

B. Received by (Printed Name)

[Signature] C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

APPLICATION

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee <i>A. Contreras</i></p> <p>B. Received by (Printed Name) <input checked="" type="checkbox"/> C. Date of Delivery <i>A. Contreras 8-7-02</i></p>
<p>1. Article Addressed to:</p> <p><i>Dr Mac Bernd Arlington ISD 1203 W. Pioneer Pkwy Arlington, TX 76013-6246</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7002 0460 0001 5862 6133</p>

PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-02

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee <i>X Steve Obama</i></p> <p>B. Received by (Printed Name) <input checked="" type="checkbox"/> C. Date of Delivery <i>Steve Obama 8/7/02</i></p>
<p>1. Article Addressed to:</p> <p><i>Dr Dan Powell Superintendent Everman ISD 608 Taunley Dr. Everman, TX 7640-5206</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7002 0460 0001 5858 1401</p>

PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-02

APPLICATION

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

The Superintendent
 Carroll ISD
 1201 N Carroll Ave
 South Lake TX 76092-
 9405

2. Article Number
 (Transfer from service label)

7002 0460 0001 5862 6102

PS Form 3811, August 2001

Domestic Return Receipt

100

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Darlene Brad*

B. Received by (Printed Name)

C. Date

5-

D. Is delivery address different from item 1? If YES, enter delivery address below:

3. Service Type

- Certified Mail
- Express Mail
- Registered
- Return Receipt for
- Insured Mail
- C.O.D.

4. Restricted Delivery? (Extra Fee)

00353

SAMPLES**Curricular Alignment Project**

APPLICATION

The following attachments include samples of the curricular alignment projects being undertaken at East Fort Worth Montessori.

- Pre-Kindergarten Curriculum Guidelines to Montessori Curriculum
- Comparison of Traditional, Montessori, and ESL Teaching Techniques

Comparing Montessori with ESL and Traditional Education
11/06/01 & 11/26/01, MVW

APPLICATION

Montessori	ESL (provided by ESL Teacher/Director, MVW)	Traditional
<ol style="list-style-type: none"> 1. Emphasis on cognitive structures and social development 2. Teachers's role is unobstrusive; child actively participates in learning 3. Environment and method encourage internal self-discipline 4. Individual and group instruction adapts to each student's learning style 5. Mixed age grouping 6. Children encouraged to teach, collaborate, and help each other 7. Child chooses own work from interests, abilities 8. Child formulates concepts from self-teaching materials 9. Child works as long as s/he want on chosen project 10. Child set own learning pace 11. Child spots own errors through feedback from material 12. Learning is reinforced 13. Multi-sensory materials for physical exploration development. 14. Organized program for learning self-care and care of environment 15. Child can work where s/he is comfortable, moves and talks at will (yet doesn't disturb others) 16. Organized program for parents to understand the Montessori philosophy and participate in learning process. 	<ol style="list-style-type: none"> 1. SAME. Emphasis on cognitive structures and social development 2. Teacher's role is as a guide, active-but not dominant; the child is an active participant 3. There is room for student expression, but teacher may need to intervene for disciplinary concerns if behavior interrupts the learning environment. 4. SAME. Individual and group instruction adapts to each student's learning style. Also, western thought processes for solving problems are blended into instruction. 5. Varies from same age and mixed age grouping due to the grouping by ESL level of proficiency. In addition, LEP students are mixed in with non-LEP students in subjects. 6. SAME Children encouraged to teach, collaborate, and help each other 7. Combination of curriculum and outcome-based as well as student-centered instruction, according to interest and abilities of LEP students 8. Combination of Child-guided and teacher-guided activities to allow for discovery and application of concepts 9. Child works on projects with flexible and strict timing. The emphasis is on success and avoiding frustration 10. Pace is set by ESL teacher to meet standards set by TEA, but student level of proficiency and own learning pace is considered. Pace is hence, flexible. 	<ol style="list-style-type: none"> 1. Emphasis on cognitive structures and social development 2. Teacher's role is dominant, active; the child is a passive participant 3. Teacher is primary enforcer of external discipline 4. Individual and group instruction conforms to the adult's teaching style 5. Same age grouping 6. Most teaching done by teacher and collaboration is discouraged 7. Curriculum structured with little regard for child's interests 8. Child is guided to concepts by teacher 9. Child usually given specific time for work 10. Instruction pace set by group norm or teacher 11. Errors corrected by teacher. 12. Learning is reinforced externally by rewards, discouragements 13. Few materials for sensory, concrete manipulation 14. Little emphasis on grooming/cleanliness instruction or classroom maintenance 15. Child assigned seat; encouraged to sit still and listen during group sessions. 16. Voluntary parent involvement, often only a fundraisers, not participants in understanding the learning process

Montessori	ESL (continued)	Traditional
	<ol style="list-style-type: none"> 11. Error analysis is important to the ESL teacher, but modeling in lieu of direct instruction of linguistic errors is encouraged. 12. Learning is reinforced mostly internally by the student; however, "comprehensible input" must be offered by the teacher through methods/materials/activities before any learning can take place. 13. SAME Multi-sensory materials for physical exploration and development. Use of TPR(acting out commands= Total Physical Response), and use of Realia (actual objects), use of audio/video/visual prompts. 14. Modeling and guided practice includes caring for the self and environment. 15. Seats are usually assigned, but paired/small group activities allow for movement and collaboration (talking over things) 16. Encourage workshops in ESL methods and philosophy of "transparent language teaching" <p>Target → Language² which differs from Bilingual Ed, which favors target → Language¹ → Language²</p>	

<p><i>Pre-K Mathematics</i></p> <p>NUMBER & OPERATION: UNDERSTAND CONCEPT OF NUMBERS & MATHEMATICS</p> <p>The Student is expected to:</p> <ul style="list-style-type: none"> - arrange sets of concrete objects in one-to-one correspondence - count by ones to 10 or higher - count objects to 5 or higher - compare numbers of concrete objects using language e.g. same or equal, one more, more than, less than - how many are in a group - concept of none - identify first and last in a series - combine, separate and name: how many 	<p>Rote counting</p> <p>The number rods – 1 to 10. Association of the name with the quantities.</p> <p>Spindle Box – the first introduction to zero. The child discovers for himself the meaning of zero.</p> <p>Make the association between 0 to 9 and their corresponding quantities for the child to gain a muscular impression of each of the quantities.</p> <p>Odd and even, red and blue rods – quantity identification, length, number association</p>	<p>Counting using bears</p> <p>How Many? Game</p>
<p>RECOGNIZE PATTERNS AND RELATIONSHIP AMONG OBJECTS</p> <p>The Child:</p> <ul style="list-style-type: none"> - imitates pattern sounds and physical movements - recognizes and reproduces simple patterns of concrete objects - recognizes patterns in the environment - predicts what comes next 	<p>Extensions of Pink tower, Brown stair and Red rods</p> <p>Parquetry blocks – patterns and association of shapes</p> <p>Bead-stringing left to right</p> <p>Plant parts – identify parts of plants</p> <p>Graph growth of growing plants</p>	<p>Computer software</p> <p>Pegboards</p>
<p>GEOMETRY AND SPATIAL SENSE</p> <p>The Child:</p> <ul style="list-style-type: none"> - recognizes, describes and names shapes - uses words to describe where things are e.g. inside, in front, etc. - recognizes when shape orientation has changed - predicts results of putting together two or more shapes 	<p>Geometric solid</p> <p>Constructive triangle</p>	<p>Geometric parts to whole</p> <p>Manipulatives</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">APPLICATION</p>

APPLICATION

ATTACHMENT 28 - APPLICANT CHECKLIST

This list MUST be used by each applicant to ensure all sections of the application are included and complete. Only one copy is needed and it should be on a brightly colored sheet of paper to distinguish it from any other section of the application. Place this checklist behind the coversheet of the first of the seven copies of the application.

____ Coversheet (2-page form) See application, pages 78-79.

QUESTIONS - All questions in each section must be answered completely. See application, pages 80-96.

- 1 Statement of Need
- 2 Vision of the School
- 3 Student Goals
- 4 Educational Plan
- 5 Governance Structures and Processes
- 6 Human Resources Information
- 7 School Officer Accountability
- 8 Evidence of Eligibility of Sponsoring Entity
- 9 Governance
- 10 Community Support
- 11 School Demographics
- 12 Admissions Policy
- 13 Code of Conduct
- 14 Special Needs Students and Programs
- 15 Business Plan
- 16 Geographic Area to be Served and Statements of impact

ATTACHMENTS - See specific requirements for each attachment in the questions and on the attachment list on pages 75-77.

- 1 Biographical Affidavits
- 2 Manual of Human Resource Policies
- 3 Salary Schedules for School Officers, Teachers, and Other Instructional Staff
- 4 Organizational Chart
- 5 501(c)(3) Determination Letter from IRS
- 6 Articles of Incorporation filed with the Texas Secretary of State
- 7 Bylaws
- 8 Credit Report
- 9 IRS Filing
- 10 Evidence of Publication of Notice of Intent
- 11 Evidence of Mailing Intent to City Council and County Commissioner's Court
- 12 Notice of Public Hearing
- 13 Registration Log of Attendance at Public Hearing
- 14 Synopsis of Public Hearing
- 15 Letters of Business Arrangements
- 16 Supporting Letters of Credit and Sources of Private Funds
- 17 Start-Up Budget
- 18 Budget for Year One of Operation
- 19 Business Procedures Handbook
- 20 Proposed Monthly Status Report
- 21 School Calendar
- 22 Lease Agreement
- 23 Copy of Occupancy Certificate
- 24 Asbestos Management Plan
- 25 Map of Geographic Area
- 26 List of School Districts from which Students Will Be Accepted
- 27 Return Receipts for Mailing of Impact Statements
- 28 Applicant Checklist - Follow directions at the top of this page.

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

Brown 5/28/02
Signature of Preparer/Date

Mina Lutend
Signature of CEO of Sponsoring Entity/Date

CHARTER CONTINGENCIES FOR GENERATION 8 APPLICANT
EAST FORT WORTH MONTESSORI SCHOOL, INC.
East Fort Worth Montessori Academy

NINE-DIGIT EMPLOYER ID NUMBER FROM IRS: 75-2733968

DATE PROPOSED FOR OPENING: not provided on cover sheet

NEW or CONVERSION: Conversion

PROPOSED CHARTER SCHOOL NAME: Clarify
East Fort Worth Montessori Academy is on cover, but East Fort Worth Montessori School is used in many places in the application

COUNTY: Tarrant

SBOE DISTRICT: NOT COMPLETED ON COVER SHEET

ESC: NOT COMPLETED ON COVER SHEET

MAILING ADDRESS: 2717 Putnam Street, Fort Worth, TX 76112

SITE ADDRESS: 2717 Putnam Street, Fort Worth, TX 76112

SATELLITE ADDRESS: 1401 Main Street, Fort Worth, TX 76112

CONTACT PERSON: Joyce Brown

TELEPHONE NUMBER: (817)496-3003

FAX NUMBER: (817)496-3004

EMAIL ADDRESS: 

MAXIMUM GRADES SERVED Clarify
PreK-3 through Grade 3 listed on cover for each of the first five years; page 8 says that the plan is to expand to grade 5 over the next five years

MAXIMUM ENROLLMENT 327

MAXIMUM CLASS SIZE 24 - ratio of 12-1 adult since page 66 states, "24 per grouping with one teacher and one assistant teacher"

NUMBER OF SITES

Clarify

cover indicates two; page 7 indicates that there may be 4 sides; page 66 mentions possibility of opening additional sites; the student demographics sections refers to multiple sites

IMPACT STATEMENTS

Fort Worth ISD – expecting an impact in state revenue

White Settlement ISD – expecting no impact

CURRICULUM AND ASSESSMENT

1. Change page 82 to note the at-risk definition found in Texas Education Code for young children .
2. Explain more about the bilingual and ESL programs (page 95).
3. Page 77 – Explain how the student attendance goal of 90.0% was determined since the state average is 95.6%.

PERSONNEL

4. The discussion on page 49 about school officer accountability is vague. How will school officers be held accountable?
5. Page 63 states, “the school does not have any management board other than the board of the sponsoring entity.” However, Page 29 mentions an “advisory board.” What is the role of the advisory board mentioned on Page 29?
6. Change page 134 (page 8 of the human resource manual) to include Texas Education Code, Chapter 12 requirements for notifying parents and guardians of teacher qualifications.
7. Complete the following biographical affidavits as indicated below:
 - a. Yolanda Cason-Mack – questions 10 and 12
 - b. Fenda Aminata Akiwumi – questions 10, 12, and 14
 - c. Joyce Gladys Brown – questions 10, 12, and 14 (need specific compensation on 14)
 - d. Page 46 indicates that the current assistant director for administration will remain, so a biographical affidavit for this individual should be included.

OTHER

8. Explain the sources of funding for dental, physical, vision, and hearing exams that will be provided to students (pages 9 and 69).
9. Page 69 needs to refer to TEC, Sec. 12.111 (6), which prohibits discrimination in admissions on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability. Consideration for at-risk populations is not an appropriate admission criteria and is in conflict t with statement on page 82 that states the age group is not appropriate for at-risk determination.

To: Dr. Susan Barnes

From: East Fort Worth Montessori, Inc.
East Fort Worth Montessori Academy
Generation 8 Application – Contingencies

Response to Notes from Dr. Susan Barnes

Revised cover sheet is attached, including **SBOE DISTRICT** and **ESC**.

PROPOSED CHARTER SCHOOL NAME:

East Fort Worth Montessori Academy is the proposed charter school name. East Fort Worth Montessori, Inc. is the applicant.

Maximum Grades Served has been corrected to reflect **Pre-Kindergarten** (3 and 4 year olds) through **3rd Grade**. East Fort Worth Montessori Academy wishes to serve children through the 3rd grade only over the next five years, the period covered by this application.

Number of Sites – the charter would open with the **existing two sites**. The additional two sites are proposed after year 3 to accommodate growth in the student population. Only one site would actually be required to accommodate the growth, however, two possible locations are targeted.

Impact Statements

An additional certified letter was sent to **White Settlement** when we learned that they did not respond. Receipt and letter are attached.

After surveying schools in our area, we learned that the **FWISD** elementary schools have waiting lists for the 4 year old programs. They do not provide any 3 year old programs. Our impact might stem from our proposed Kindergarten through 3rd grade populations (a total of 7 classes of 22 each by the end of the five year period) or roughly two tenths of one percent - .2%.

Curriculum and Assessment

1. Change page 82 for "at risk" definition
2. Additional ESL explanation and documentation attached.
3. Page 77 – **student attendance goal**. East Fort Worth Montessori Academy would like to achieve the highest rating possible from TEA. We were told in an internal memorandum at the outset of our association with a charter entity that the alternative rating standard for good attendance was 94%. Perhaps the material supporting that memo was misinterpreted or outdated and should not

have been used a reference point. We set a MINIMUM standard of 90%, however, we hope to achieve a GOAL of the best average as determined by TEA. Therefore, please allow us to **change this stated goal to 95.6%** or better.

PERSONNEL

4. Page 49 – school officer accountability

Please note the following response also provided for the School Financial Audits Division questions:

On pages 49 and 50, the charter applicant stated: "The Board, in addition to the review of Board reports, will conference with the Director/CEO on a regular basis. The management reports provided by TEA after each PEIMS submission will be reviewed by the Director/CEO with the Board of Directors on a point-by-point basis. EFWMS has a stated goal of achieving an "Exemplary" rating, with all that implies. Timeliness and accuracy of all reporting to TEA are paramount."

"In addition to its statement noted above, the charter applicant must provide a detailed discussion of specific performance measures that will be used to evaluate the performance of the board, the Director/CEO and other officers of the charter applicant and/or the proposed charter school."

RESPONSE

Performance measures of the Board, CEO and other officers:

The Academy is following the regulations of the charter, using information from audits and reports.

The charter is operating within its budget

Meeting deadlines of PEIMS and other TEA reports

Timely approval of policies and procedures required by TEA

"The charter applicant must identify the consequence(s) of not adhering to the requirements discussed in response to 09 above. Specifically, how will the charter applicant ensure that a violation of its charter, contract, regulations, and statutes will not occur and what action(s) will it take in the instance of a violation?"

RESPONSE

The Board will review charter and uphold all requirements by TEA

This will be a line item on the agenda of board meetings

If violation occurs, the board will investigate the reason for the violation and take corrective actions to prevent it in the future.

5. Page 63 – **Advisory Board**

The Board of Directors has identified key people whose qualifications and expertise make their advice valuable to the school. We are in the process of filling out this advisory board with members who will consult with us on an "as needed" basis on topics such as child development, learning differences and best practices in special education, brain development, mental health, socialization, conflict resolution for young children, Montessori education, business management, human resources development, school administration, and fundraising. Current members include Ms. Karen Humphrey, a special education expert with Montessori background, Mr. John Roberts, an accountant and registrar for Paul Quinn College, Ms. Vivian Wells, a community activist, Ms. Beverly Fogelman, a retired social worker, Dr. Martha Badee, a professor of peace education, Mr. Estrus Tucker, chairman of the Minority Citizens Council of Fort Worth, and Ms. Isolina Howard, a bi-lingual attorney and Montessori teacher.

6. Include **Texas Education Code Chapter 12** regarding notifying parents and guardians of **teacher qualifications** in the human resources manual.

We have downloaded the language of the code. The amended page from the Human Resources Manual is attached.

7. Complete **biographical affidavits**:

a. **Yolanda Cason Mack** will no longer serve on the Board of Directors. Her position as a Home Instructor with HIPPY, one of the supplemental programs of the school, may constitute a conflict of interest. A replacement has been identified and the Board of Directors is going through the process of background checks and completion of a new affidavit.

b. **Fenda Aminata Akiwumi** – Ms. Fenda is out of town as the writing of this response. She will be asked to give more complete answers to the questions indicated as soon as we are able to contact her.

c. **Joyce Gladys Brown** – updated affidavit attached – see new original - front pocket

d. **Assistant Director for Administration** – V. S. Rogers affidavit attached

OTHER

8. **Sources of funding for dental, physical, vision and hearing exams.**

All services will be obtained free of charge. Attached is a signed letter of commitment from a volunteer parent who is certified to administer or supervise vision and hearing screenings. This person will be assisted by staff members who were certified during in-service in the fall of 2001. The school asks parents

to obtain physicals for students before they enroll. We refer them to two convenient free clinics, one at 1401 S. Main next to our satellite campus, and an outpatient clinic of John Petersmith Hospital that is located near our Putnam campus. We also have a Master Nurse contact at the Public Health Department who provides information to our parents on vaccination and health fairs. We arrange with the Fort Worth Health Department for free dental workshops to be conducted on our campus for students and parents.

9. Pages 69 and 82 will be altered to reflect the appropriate statements (non-discrimination and "at risk".) Provided a school has the Federal grant program for three and four-year-olds, "At-risk" is an exception for including a 3 or 4-year-old child whose family does not qualify financially according to the Federal Free/Reduced Lunch Program guidelines. They are not given special consideration in the lottery; they are merely allowed to be in it based on an exception to qualifying. The admissions and lottery policy will be clarified accordingly.

CHARTER CONTINGENCIES FOR GENERATION 8 APPLICANT
EAST FORT WORTH MONTESSORI SCHOOL, INC.
East Fort Worth Montessori Academy

CHARTER
CONTINGENCIES

NINE-DIGIT EMPLOYER ID NUMBER FROM IRS: 75-2733968

DATE PROPOSED FOR OPENING: not provided on cover sheet

NEW or CONVERSION: Conversion

PROPOSED CHARTER SCHOOL NAME: Clarify
East Fort Worth Montessori Academy is on cover, but East Fort Worth Montessori School is used in many places in the application

COUNTY: Tarrant

~~SBOE DISTRICT~~ NOT COMPLETED ON COVER SHEET

~~ESD~~ NOT COMPLETED ON COVER SHEET

MAILING ADDRESS: 2717 Putnam Street, Fort Worth, TX 76112

SITE ADDRESS: 2717 Putnam Street, Fort Worth, TX 76112

SATELLITE ADDRESS: 1401 Main Street, Fort Worth, TX 76112

CONTACT PERSON: Joyce Brown

TELEPHONE NUMBER: (817)496-3003

FAX NUMBER: (817)496-3004

EMAIL ADDRESS: [REDACTED]

MAXIMUM GRADES SERVED

PreK - 3rd grade

Clarify

PreK-3 through Grade 3 listed on cover for each of the first five years; page 8 says that the plan is to expand to grade 5 over the next five years

MAXIMUM ENROLLMENT

327

MAXIMUM CLASS SIZE

24 - ratio of 12-1 adult since page 66 states, "24 per grouping with one teacher and one assistant teacher"

*24 per grouping
1 teacher
1 assistant teacher*

NUMBER OF SITES

Start with 2 sites

Clarify

cover indicates two; page 7 indicates that there may be 4 sides; page 66 mentions possibility of opening additional sites; the student demographics sections refers to multiple sites

IMPACT STATEMENTS

Fort Worth ISD – expecting an impact in state revenue
White Settlement ISD – expecting no impact

CURRICULUM AND ASSESSMENT

1. Change page 82 to note the at-risk definition found in Texas Education Code for young children. *Susan*
2. Explain more about the bilingual and ESL programs (page 95). – *Maria's notes + Certificate*
3. Page 77 – Explain how the student attendance goal of 90.0% was determined since the state average is 95.6%. → *Susan*

PERSONNEL

4. The discussion on ~~page 22~~ about school officer accountability is vague. How will school officers be held accountable?
5. ~~Page 22~~ states, "the school does not have any management board other than the board of the sponsoring entity." However, Page 29 mentions an "advisory board." What is the role of the advisory board mentioned on Page 29? →
6. ~~Change page 8~~ (page 8 of the human resource manual) to include Texas Education Code, Chapter 12 requirements for notifying parents and guardians of teacher qualifications.
7. Complete the following biographical affidavits as indicated below:
 - a. ~~Malinda G. ...~~ 2
 - b. ~~Frank ... Akiwumi~~ – ~~...~~
 - c. ~~James ... Brown~~ – questions 10, 12, and 14 (age specific compensation on 14)
 - d. ~~Page 46~~ indicates that the current assistant director for administration will remain, so a biographical affidavit for this individual should be included.

OTHER

8. Explain the sources of funding for dental, physical, vision, and hearing exams that will be provided to students (pages 9 and 69). *Smith*
9. Page 69 needs to refer to TEC, Sec. 12.111 (6), which prohibits discrimination in admissions on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability. Consideration for at-risk populations is not an appropriate admission criteria and is in conflict t with statement on page 82 that states the age group is not appropriate for at-risk determination.

**ATTACHMENT – Revised pages of the original Generation 8 Charter Application
for East Fort Worth Montessori Academy**

Pages 67 – 69 Admissions Policy changed

Pages 81-82 Definition of “at-risk” and how we understand clarified

12. ADMISSIONS POLICIES

How Do Our Policies Further Open Enrollment?

1. Advertising in the local newspapers in both Spanish and English helps more parents in the community to know about the program.
2. Giving priority to siblings keeps the family together.
3. Drawing the lottery in the presence of parents and community members proves that the program is fair to all parents and no one is being discriminated against.

TIME LINE:

Application period for new lottery begins March 1

The Application Deadline -- one day prior to the drawing -- Second Week of April

The LOTTERY

EFW Montessori advertises in local newspapers. A deadline for the lottery will be stated. The Pre-K 3 & 4 Program has income and age qualifications. This will also be indicated. There are exceptions to the income qualifications if a child "at-risk" due to being homeless, in foster care, or is Limited English Proficient (ESL). There are no exceptions to age qualifications (three years old by September 1st of the year the child is entering school).

The Director/CEO and Assistant Director of Administration will determine the number of spaces available for the lottery based on the following criteria:

- Spaces in the classroom
- Student/Teacher Ratio
- Curriculum available for each age group

Candidates call in to the school and are pre-qualified. Certain candidates do not have to participate in the lottery to secure a space. During our second year as a charter, returning students are surveyed to determine the number of openings remaining in each age group. Then siblings of returning students have first priority for the openings. Staff member's eligible children are also considered for openings prior to the lottery drawing.

East Fort Worth Montessori does not discriminate in its admission policy on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend in accordance with Texas Education Code, Chapter 12, although we may provide for the exclusion of a student who has a documented history of a criminal offense, a juvenile court adjudication, or discipline problems under Subchapter A, Chapter 37.

Once remaining spaces are determined, basic information on the pool of candidates is placed on cards and put into a box. A group of witnesses is recruited to participate in the lottery, including a teacher, an aide, a board member, two parents, and a community member. The participants draw cards – the number determined by openings for each age/grade group. The cards are read aloud and added to the enrollment list. Once all spaces are filled, the Assistant Director for Administration, acting as a registrar, begins the process of contacting ALL candidates to let them know if their child's name was drawn. At this stage the official enrollment process begins.

Lottery materials are sealed and placed in a secured cabinet for auditing purposes.

East Fort Worth Montessori School operates on a nine-month basis. Students may enroll at any time during the school year, provided there is space based on the admissions and lottery policies. At the time of enrollment, EFWMS will require an education background survey to determine if there are previous school records, including documentation of disabilities (in compliance with the Individuals With Disabilities Act). Since the majority of our target population has not attended school prior to enrolling with EFWMS, we are the first point of contact for services and compliance with regulations regarding Special Education, Limited English Proficiency, etc. The school will verify required documentation for enrollment, such as birth certificates, shot records, social security card, and proof of residence. As soon as possible after enrollment, vision and hearing screenings, shot record updates, and the first academic/perceptual motor screening will take place.

EFW Montessori Charter school's policies are designed to further enrollment and support the mission of the school in a nondiscriminatory fashion. EFW Montessori does not discriminate based on sex, age, national origin, race or religion.

Title IV – Safe and Drug-Free Schools and Communities Program

EFWMS provides workshops for parents through the D.A.R.E. program and participation in Allied Communities of Tarrant County neighborhood programs.

Title VI – Innovative Education Program Strategies

EFWMS will offer enrichment programs in arts, music, gymnastics and hands-on-science. Students with special learning needs will be provided tutorials and individual or small group arrangements with funds available for class size reduction. Facilities will be upgraded to comply with section 504.

EFWMS Educational Programs To Support Students At Risk Of Dropping Out Of School:

As pointed out above EFWMS will serve students Pre-K through 3rd grade (ages 3 through 8 or 9). These students are not at risk of "voluntarily" withdrawal, however, according to the official definition of "at-risk," they may be at risk of dropping out of school.

The projected enrollment of students requiring special education and related services is 8%.

East Fort Worth Montessori is open to all persons regardless of race, color, religion, sex, age, national origin, or disability. At the time of enrollment, all students with disabilities must provide documentation of their condition and recommendations necessary for inclusion into East Fort Worth Montessori's educational program.

Accommodations that may be provided include large-print text, scribes (done by teacher), oral test administration (done by teacher) and a variety of testing options for students with hearing disabilities, and for the testing process, frequent breaks, extended time on task, and special tutoring.

Students are at risk of dropping out of school prior to a diploma for a variety of reasons: education, economic, disabilities (learning and physical), and social. East Fort Worth Montessori will:

- Foster a nurturing home environment by parent education and assistance with access to community-based social and learning resources
- Develop strong basic education skills, particularly in basic communications and computational skills (that help individual's meet short and long term learning (educational) goals
- Develop and implement close cooperation with family members regarding short and long term learning (family and educational) goals
- Identify and provide for special learning needs and/or disabilities of each student, to include, specific learning disabilities, need for developing English language skills, special assistance for visually impaired students (educational and disabilities)
- Develop real and authentic life skills (educational, social, and economic)
- The Montessori method naturally handles multiple learning styles (educational)

East Fort Worth Montessori will serve special education students as required in (34 CFR 300.18, 300.23; and 19 TAC 89.1131) and will hire certified teachers.

Change statement on
page 82 re: "at risk"

CHARTER
CONTINGENCIES

4. Performance of Students At Risk of Dropping Out of School

The purpose of the State Compensatory Education (SCE) program is to reduce the dropout rate and increase the academic performance of students identified as being at risk of dropping out of school. In 2001, Senate Bill 702 changed the state criteria used for identifying students at risk of dropping out of school by amending Section 29.081 of the Texas Education Code (TEC). The new criteria expand the definition of students at risk of dropping out of school thereby including more students for services. Districts began using the new criteria to identify at-risk students in the 2001-02 school year.

A student at risk of dropping out of school includes each student who is under 21 years of age and who:

1. is in Prekindergarten, Kindergarten or Grade 1, 2, or 3 and did not perform satisfactorily on a readiness test or assessment instrument administered during the current school year;
2. is in Grade 7, 8, 9, 10, 11, or 12 and did not maintain an average equivalent to 70 on a scale of 100 in two or more subjects in the foundation curriculum during a semester in the preceding or current school year or is not maintaining such an average in two or more subjects in the foundation curriculum in the current semester;
3. was not advanced from one grade level to the next for one or more school years;
4. did not perform satisfactorily on an assessment instrument administered to the student under Subchapter B, Chapter 39, and who has not in the previous or current school year subsequently performed on that instrument or another appropriate instrument at a level equal to at least 110

percent of the level of satisfactory performance on that instrument;

5. is pregnant or is a parent;
6. has been placed in an alternative education program in accordance with Section 37.006 during the preceding or current school year;
7. has been expelled in accordance with Section 37.007 during the preceding or current school year;
8. is currently on parole, probation, deferred prosecution, or other conditional release;
9. was previously reported through the Public Education Information Management System (PEIMS) to have dropped out of school;
10. is a student of limited English proficiency, as defined by Section 29.052;
11. is in the custody or care of the Department of Protective and Regulatory Services or has, during the current school year, been referred to the department by a school official, officer of the juvenile court, or law enforcement official;
12. is homeless, as defined by 42 U.S.C. Section 11302, and its subsequent amendments; or
13. resided in the preceding school year or resides in the current school year in a residential placement facility in the district, including a detention facility, substance abuse treatment facility, emergency shelter, psychiatric hospital, halfway house, or foster group home.

Because this report was required to be completed by December 1, 2001, the data reported on at-risk students from 1999, 2000, and 2001 were based on at-risk identification using the definitions

in place at that time. The TEC Section 29.081(d) in effect then stated:

(d) For the purposes of this section, "student at risk of dropping out of school" includes:

(1) each student in Grade levels 7 through 12 who is under 21 years of age and who:

- (A) was not advanced from one grade level to the next for two or more school years;
- (B) has mathematics or reading skills that are two or more years below grade level;
- (C) did not maintain an average equivalent to 70 on a scale of 100 in two or more courses during a semester, or is not maintaining such an average in two or more courses in the current semester, and is not expected to graduate within four years of the date the student begins ninth grade;
- (D) did not perform satisfactorily on an assessment instrument administered under Subchapter B, Chapter 39; or
- (E) is pregnant or a parent;

(2) each student in Prekindergarten through Grade 6 who:

- (A) did not perform satisfactorily on a readiness test or assessment instrument administered at the beginning of the school year;
- (B) did not perform satisfactorily on an assessment instrument administered under Subchapter B, Chapter 39;
- (C) is a student of limited English proficiency, as defined by Section 29.052;
- (D) is sexually, physically, or psychologically abused; or
- (E) engages in conduct described by Section 51.03(a), Family Code; and

(3) each student who is not disabled and who resides in a residential placement facility in a district in which the student's parent or legal guardian does not reside, including a detention facility, substance abuse treatment facility, emergency shelter, psychiatric hospital, halfway house, or foster family group home.

The 2002 data reported in the *2002 Comprehensive Annual Report* on at-risk students will be based on the definition of at risk as defined by Senate Bill 702.

Testing and Exemption Information

This chapter presents a comparison of spring 2001 Texas Assessment of Academic Skills (TAAS) results with spring 1999 and spring 2000 TAAS results for students at risk of dropping out of school.

When comparing the data for exemptions, it should be noted that the number of Admission, Review, and Dismissal (ARD) Committee exemptions given to students in special education in both 1999 and 2000 includes any student exempt from the English TAAS and Spanish TAAS while the number of exemptions in 2001 includes any student identified as exempt from the English TAAS, Spanish TAAS, and the State-Developed Alternative Assessment (SDAA). Implementation of the SDAA in 2001 resulted in a large decrease in the number of ARD exemptions. Beginning in 2001, students with disabilities were exempt only if it was determined by their ARD committee that the student should be administered the Locally-Developed Alternative Assessment (LDAA) rather than the English TAAS, Spanish TAAS, or SDAA.

Prior to school year 1999-00, SBOE rule permitted Language Proficiency Assessment Committees (LPACs) to exempt limited English proficient (LEP) students, regardless of immigrant status, for a maximum of three years beginning with Grade 3 or their first year in the U.S. whichever was later. In school year 1999-00, SBOE rule was amended to allow exemptions only for immigrant LEP students and only during the immigrant's first three years in the U.S. This rule required all nonimmigrant LEP students to take TAAS beginning in Grade 3 and all immigrant LEP students enrolled since Grade 1 to take TAAS by Grade 4, resulting in a significant decrease in LEP exemptions in 2000. Senate Bill 676 narrowed provisions for exemptions further in the 2000-01 school year by shortening the exemption period for immigrant LEP students who meet specific criteria related to Reading Proficiency Tests in English (RPTE) performance and education outside the U.S. As a result, certain immigrant LEP students are now eligible for exemption only during their first year or second year in the U.S.

The TAAS data in this chapter are presented first by grade then by subject area tested. The percent passing rates for at-risk students are included for

Second Notice

TEA did not receive a statement of impact form from White Settlement school district. Please complete and return the form to the address listed in the cover letter.

Thank you.

EAST FORT WORTH MONTESSORI SCHOOL INC

CHARTER CONTINGENCIES

April 29, 2002

East Fort Worth Montessori
2717 Putnam Street
Fort Worth, TX 76112

Dear Superintendent and President of the Board of Trustees:

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

Specifically, the guidelines approved by the State Board of Education require that the enclosed form, entitled *Statement of Impact*, and a copy of the application coversheets for the proposed open-enrollment charter school be sent to each district that may be affected. Information is requested if the proposed open-enrollment charter may adversely impact a district financially, or if the proposed charter may impact the student enrollment of a district in a manner that impairs the district's ability to comply with a court order. The enclosed form may be completed by any district that may be affected, signed by the district's board president and superintendent, and returned to the Texas Education Agency, Division of Charter Schools, 1701 North Congress Avenue, Austin, Texas 78701. It should be received no later September 2, 2002, for the information to be considered by the State Board of Education.

It is requested that you complete the *Statement of Impact* form, and submit it to the Texas Education Agency. If you have questions about the process for approval of open-enrollment charter schools, please contact the Division of Charter Schools at (512) 463-9575. If you would like a complete application for the open-enrollment charter school affecting your school district, please contact Mrs. Nina LaFond at (817) 496-3003.

Sincerely,

Joyce Brown
CEO EFWMS

Statement of Impact
For Generation 8 Charter Application

Name of Proposed Charter School: EAST FORT WORTH MONTESSORI

Check the appropriate response below:

_____ The proposed open-enrollment charter school is not expected to adversely impact the school district to a significant degree.

_____ The proposed open-enrollment charter school (amendment) is expected to impact the school district in the following manner:
(Describe the impact in the space below and/or attach any supporting documentation.)

(District Name)

(County-District Identification Number)

(District Address)

(Print Superintendent's Name)

(Print Board President's Name)

(Signature of Superintendent)

(Signature of Board President)

(Date)

(Phone Number)

Statement of Impact

Open-Enrollment Charter School

Purpose of this form: The sponsoring entity entered below is submitting an application to the State Board of Education for approval to operate an open-enrollment charter school. The name and location of the proposed charter school is provided. In accordance with Texas Education Code, Section 12.110, this form must be provided to any school district likely to be affected by the open-enrollment charter school. That school district may then submit this form and submit to the State Board of Education information relating to any financial difficulty that a loss in enrollment may have on the district, information pertaining to any impact on student enrollment that may impair a district's ability to comply with a court order affecting the district, and any other information it wishes to share with the board. For more detailed information about the proposed charter, contact the sponsoring entity indicated below.

Note: See Texas Education Code §12.106 for information about state funding.

Instructions: Submit the completed form signed by the district superintendent and board president to:

The Texas Education Agency
Division of Charter Schools
1701 North Congress Avenue
Austin, Texas 78701

The form should be received by the TEA by September 2, 2002, for consideration by the State Board of Education with respect to approval of the proposed open-enrollment charter school. For information about the procedures for approval of open-enrollment charter schools, please contact Division of Charter Schools at (512) 463-9575.

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

5858 1395
9595 1000
0460 0460
2002 2002

FORT WORTH, TX 76108

Postage	\$ 0.57	UNIT ID: 0124
Certified Fee	2.10	
Return Receipt Fee (Endorsement Required)	1.50	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.17	Postmark Here Clerk: KRSBXR 05/08/02

Sent To: *The Superintendent White Settlement ISD*
Street, Apt. No. or PO Box No.: *401 S Cherry Lane*
City, State, ZIP: *White Settlement, TX 76108-2524*

PS Form 3800, January 2001 See Reverse for Instructions

More Information on the ESL Program

CHARTER CONTINGENCIES

1. All students will have a Home Language Survey (HLS) completed in their permanent record. If the HLS indicates a language other than English, then testing will be initiated to determine English Proficiency.
2. Students in PK-1 will be administered an oral language proficiency test (Pre-OLPT Second Edition for ages 3 – 5, Approved by TEA)
3. Students in grades 2 and 3, will be administered an OLPT in English and in Spanish. In addition, students will be administered the reading and language arts portions of an English achievement test from the State approved list.
4. Test results will be evaluated to determine if a student is Limited English Proficient (LEP).
5. PK-1 students scoring below the cut-off will be classified LEP.
6. The Language Proficiency Assessment Committee (LPAC) will meet within 4 weeks of the student's enrollment and obtain all necessary documentation. The LPAC convenes annually to discuss the academic progress of the LEP Students.
7. The LPAC will review all pertinent information of all LEP students and:
 - designate the level of academic achievement of each student,
 - designate, subject to parent approval, the initial instructional placement of each LEP student in the required program,
 - facilitate the participation of LEP students in other special programs for which they are eligible,
 - classify students as LEP and recommend their exit from the bilingual education or ESL program
 - For LEP students referred to an ARD committee, an LPAC member will collaborate with the ARD committee when each LEP student is discussed. The LEP representative together with and the ARD committee will make recommendations after testing.
 - After the placement recommendation of the LPAC, the parent's permission will be obtained. The parent approval form will be kept in a special student folder.

For students identified as LEP, the program placement is either Bilingual Education or English as a Second Language, depending on the program required and provided in the school district or charter school.

•The Academy will follow the Program Requirements:

(a) Each school district with an enrollment of 20 or more Limited English Proficient students in *any* language classification in the same grade level district-wide shall offer a Bilingual Education Program.

(b) A District shall provide a Bilingual Education Program by offering:

(1) A dual language program in pre-kindergarten through elementary grades, and

(2) an approved dual language program which addresses the affective, linguistic and cognitive needs of the limited English students, and that meets the requirements of the Texas Education Code, §29.005.

NOTE: Students in Pre-K3, Pre-K4, Kindergarten and 1st grade will not be exited from the bilingual or ESL program for the prescribed number of years

(3). An annual review will be conducted by the LPAC committee.

The academy will conduct an annual evaluation of the program and will retain the evaluation in the school and make it available to monitoring teams from TEA.

East Fort Worth Montessori Academy will follow all the rules and regulations as stated the "Handbook for the Implementation of Bilingual/English as a Second Language Education Programs," and will be in close consultation with Dr. Charlotte Risinger (Educational Consultant, Multicultural & Diverse Learners and Leant & Serve Instructional Services Division – Region XI ESC).

Additional Features:

EFW Montessori adopted a "Bridge to the Home" strategy. We ordered a library of materials from The Savant Group Inc. Series A and Series B consist of 25 books each, together with worksheets, review sheets and teacher training materials. The materials are accompanied by CDs of the books being read in English and in selected foreign languages. One teacher on each campus coordinates the "Bridge..." project, making sure that each LEP student progresses through the series with assistance

from his/her family. The Academy will continue to use the "Bridge to the Home" strategy.

When ordering our RIF (Reading Is Fundamental) books, we make sure that a variety of cultural subjects are available. We try to purchase books that have both English and the various languages spoken in the home featured in a single story. This supplemental activity has proved quite popular with the families of the LEP students.

A lead teacher from each site (Linda Kirk and Kate Middlemas) attended classes provided by the Region XI ESC to become ESL certified. Certificates are attached. Both teachers will complete the ExCet this year.

Mrs Brown - 9-4-02

I will be taking the
ESL ExCET exam in February
of 2003.

Kate Middlemas

State of Continuing Professional Education

Kathleen Middlemas

For the completion of 04:30 hours
Continuing Professional Education credit

ESL ExCET Training

6/13/2002

Session 221288

SBEC Principal Standards:



Richard Ownby
Richard Ownby
Executive Director

Certificate of Continuing Professional Education

Linda Kirk

For the completion of 04:30 hours
Continuing Professional Education credit

ESL ExCET Training

6/13/2002

Session 221288

PDAS Domains/Criteria:

I-1,I-2,I-3,I-4,I-5,II-1,II-2,II-3,II-4,II-5,II-6,II-7,II-8,II-9,III-1,III-2,III-3,III-4,III-5,III-6

SBEC Principal Standards:

Education Service Center
REGION XI

County District #220-950

Richard Ownby
Richard Ownby
Executive Director

For State Board for Educator Certification application forms, additional information, or complaint procedures, call (888) 863-5880.

CHARTER
CONTINGENCIES

Reassignments and transfers

Policy DK

All personnel are subject to assignment and reassignment by the CEO. Campus reassignments must be approved by the Campus Director at the receiving campus. 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 district process for employee complaints as outlined in this handbook and district policy DGBA (Local).

Employees with the required qualifications for a position may request a transfer to another campus or department. A written request for transfer must be completed and signed by the employee and the employee's supervisor. Teachers requesting a transfer to another campus before the school year begins must submit their request by May. Requests for transfer during the school year will be considered only when the change will not adversely affect students and after a replacement has been found. All transfer requests will be coordinated by the Campus Directors and must be approved by the receiving Campus Director.

Workload and work schedules

Policy DL

Professional employees. Professional and administrative employees are exempt from overtime pay and are employed on a 12-month basis, according to the work schedules set by EFW Montessori. 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 will be notified of the required duty days, holidays, and hours of work for their position on an annual basis. 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 their supervisor or Campus Director.

Notification of parents regarding certification status

Policy DBA, DK

Texas law requires that parents be notified if their child is assigned for more than 30 consecutive days to a teacher who does not hold an appropriate teaching certificate. Inappropriately certified or uncertified teachers include individuals serving with an emergency permit (including individuals waiting to take the EXCET exam or individuals working on their Montessori Certification) No later than the 30th instructional day after the date of assignment, the CEO or designee will send a written notice to parents. Information relating to teacher certification will be made available to the public in the form of a bulletin board posting at the school. The posting shall include the qualifications of each professional employee of the program, including any professional or education degree held by each employee, a statement of any certification under Subchapter B, Chapter 21 of the Texas Education Code, held by each employee, and any relevant experience of each employee.

(10) specify the manner in which the school will distribute to parents information related to the qualifications of each professional employee of the program, including any professional or educational degree held by each employee, a statement of any certification under Subchapter B, Chapter 21, held by each employee, and any relevant experience of each employee;

*Include in
Human Resources
Manual*

**TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(MUST BE TYPED and NOTARIZED)**

Check all that apply:

- Member of the governing board of the sponsoring entity
 Member of the managing board for the charter school

It should be understood that a board member's resignation may not be effective until a replacement is duly appointed by the board, and a board member may be personally liable for any actions taken by the board.

- School officer Director of Administration
 State Position as defined in TEC 12.1012

Full Name of Sponsoring Entity East Fort Worth Montessori School, Inc.

Full Name of Proposed Charter School East Fort Worth Montessori Academy

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

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

1. Full Name (Initials Not Acceptable) Virginia Susan Rogers

2. Have you ever had your name changed or used another name? No

If yes, give reason for the change: _____

b. Maiden Name (if female) Same as above

c. Other names used at any time _____

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: [REDACTED] El Paso, Texas

5. Business Address: East Fort Worth Montessori, 2717 Putnam Fort Worth, TX 76112

Business Telephone: (817)496-3003

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
May, 1998 to present	5900 Park Trail #1143	Fort Worth, TX	76132
Apr, 1998	Marina Club on Overton Ridge	Fort Worth, TX	76133
Mar, 1996 - 98	5808 Wellesley	Fort Worth, TX	76104
Feb, 1994 - 96	1615B Mistletoe Blvd.	Fort Worth, TX	76107
Oct, 1991 - Feb, 1994	3936 Wosley	Fort Worth, TX	76133
Sep, 1987 - 1991	P.O. Box 155	Haifa, Israel	31-001

List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE
N/A			

11. a) Have you ever been in a position which required a fidelity bond? yes 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: _____

12. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination):
Notary Public - State of Texas 1977 expired

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

14. Explain any compensation that you expect to receive from your association with the sponsoring entity, the charter school, or a management company of the school:

POSITION	COMPENSATION
<u>Assistant Director</u>	<u>Annual Salary (Range \$35,000 - \$50,000)</u>

15. Will you or any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity or the proposed charter school? No If yes, give details: _____

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

17. Have you ever been adjudged bankrupt? No

18. 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 a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency?

No

If yes, give details:

19. 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? As a key employee, I assisted TEA in auditing for possible attendance violations at Treetops International School. I was not involved in any misconduct and the attendance records were proved in good order. The school was placed under supervision in 2000, the year after I left, for other violations.

20. 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 28th day of May, 2002, at 5:00 pm.

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.

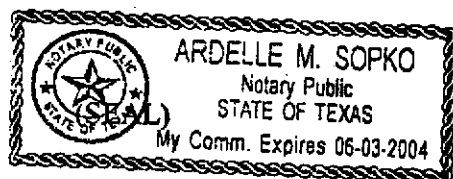
V. Susan Rogers
(Signature of Affiant)

State of Texas

County of TARRANT

Personally appeared before me the above named V. Susan Rogers 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 28th day of May, 2002.



Ardelle M. Sopko
(Notary Public)

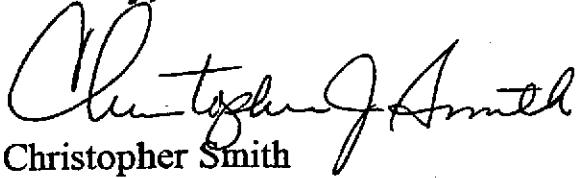
My commission expires

6-3-2004

Dear Ms. Brown,

I will be available to do vision and hearing testing for the students at East Fort Worth Montessori School located at Main Street. Please let me know what dates the children will be available for testing. Attached is a copy of my Nursing Certificate.

Sincerely,



Christopher Smith

Board of Nurse Examiners for the State of Texas

The Board of Nurse Examiners
for the State of Texas does hereby certify that

CHRISTOPHER JOSEPH SMITH

was declared duly qualified to practice professional nursing
in the State of Texas and is entitled to be styled and known as a
REGISTERED NURSE

DATE

JAN 17, 2001

LICENSE NUMBER

674604



Linda R. Rouse, PhD, RN, FAAP
PRESIDENT

Katherine A. Thomas
EXECUTIVE DIRECTOR



TEXAS DEPARTMENT OF HEALTH

CHARTER
CONTINGENCIES

In accordance with the rules of the Texas Radiation Control Act (Chapter 401 Texas Health and Safety Code)

PRINTED
NAME: Thelecia Whittley
Is hereby registered to use audiometric equipment in the State of Texas.

Michael C. Holland
Texas Dept. of Health Authorized Signature Date

Certificate of Registration Valid Through: 8-9-01
2006

Registration as a user of an Audiometer DOES NOT fulfill all of the requirements to become certified as an Occupational Safety and Health Administration (OSHA) Screener.

Lee Whittley
Staff member
Example of cert
9/6/02

352

Employer: Honors Academy

County: Dallas

SS/Registration # [REDACTED]
USER'S SOCIAL SECURITY NUMBER WILL BE USED AS THEIR REGISTRATICN NUMBER.

Certificate of Registration is valid for a period of five years.

If your employer changes, please notify this office as soon as possible so that correct registration information can be maintained.

Vision and Hearing Screening
Bureau of Children's Health
Texas Department of Health
1100 West 49th Street
Austin, Texas 78756-3199
(512) 458-7420

Appendix V

Biographical Affidavit Form

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing board of the sponsoring entity
 Member of the managing board for the charter school

It should be understood that a board member's resignation may not be effective until a replacement is duly appointed by the board, and a board member may be personally liable for any actions taken by the board.

- School officer Chief Executive Offices
 State Position as defined in TEC 12.1012

Full Name of Sponsoring Entity East Fort Worth Montessori School, Inc.

Full Name of Proposed Charter School East Fort Worth Montessori Academy

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

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

1. Full Name (Initials Not Acceptable) Joyce Gladys Brown
 2. Have you ever had your name changed or used another name? Pratt; Forster

If yes, give reason for the change: Married

b. Maiden Name (if female) Pratt

c. Other names used at any time Forster

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: Freetown Sierra Leone

5. Business Address: 2717 Putnam Street, Fort Worth, TX 76112

Business Telephone: 817-496-3003

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>Present-1993</u>	<u>601 Havenwood Lane</u>	<u>Fort Worth, TX</u>	<u>76112</u>
<u>1991-1993</u>	<u>227 East NE</u>	<u>Washington D.C.</u>	<u>20002</u>

7. Education: Dates, Names, Locations and Degree
College Sojourner-Douglass College 1991-1993

Graduate Studies Nova Southeastern University 1993-1995

Others Dallas Montessori Center Dallas TX 1995-1996 AMI certificate 3-6yrs
London Montessori Center London U.K., -1998-1999 LMI certificate 0-3yrs
Center International, De Glion, Glion, Switzerland 1978-1979 Diploma Marketing

8. List American Membership in Professional Societies and Associations: American Montessori Society, National Association For the Education of Young Children, National Black Educator

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

DATES	EMPLOYER	ADDRESS	TITLE
<u>1997- Present</u>	<u>EFWMS (HonorsAcademy)</u>	<u>2717 Putnam St, F/Worth 76112</u>	<u>Director</u>
<u>1993-1997</u>	<u>DCA Head Start</u>	<u>2808 Race St, F/Worth 76104</u>	<u>Supervisor</u>
<u>Aug -Dec 1993</u>	<u>Gibbs HeadStart</u>	<u>Washington DC</u>	<u>Teacher</u>
<u>1991-1992</u>	<u>Omega Travel</u>	<u>Arlington, VA</u>	<u>Travel Agent</u>
<u>1981-1991</u>	<u>Bluesky Holidays</u>	<u>Sussex U.K.</u>	<u>Tour Operator</u>

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

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

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

DATES	EMPLOYER	ADDRESS	TITLE
<u>2000-2002</u>	<u>Honors Academy</u>	<u>4300 Macarthur #160, Dallas, TX 75209</u>	<u>Director</u>

List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE
<u>2000-2002</u>	<u>Honor The Children Foundation</u>	<u>4300 MacArthur #160 Dallas</u>	<u>Director</u>

11. a) Have you ever been in a position which required a fidelity bond? Yes 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: _____

12. List any professional, occupational, or vocational licenses issued by any public or governmental licensing agency or regulatory authority which you presently hold or have held in the past. (State date license was issued, issuer of license, date terminated, reasons for termination): _____
None

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

14. Explain any compensation that you expect to receive from your association with the sponsoring entity, the charter school, or a management company of the school:

POSITION

COMPENSATION

CEO

Salary - between \$55,000 - \$65,000

15. Will you or any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the sponsoring entity or the proposed charter school? No If yes, give details: _____

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

17. Have you ever been adjudged bankrupt? No

18. 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 a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details: _____

19. 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

20. 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 _____ day of _____, 20____, 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.

J. Brown
(Signature of Affiant)

State of Texas

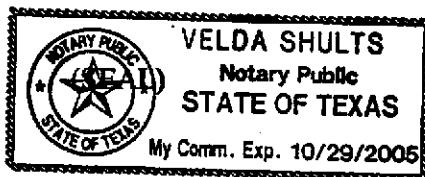
County of Tarrant

Personally appeared before me the above named Joyce Brown
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 3rd day of Oct., 2002

Velda Shults
(Notary Public)

My commission expires 10-29-05



CONTRACT



TEXAS EDUCATION AGENCY

1701 North Congress Ave. ★ Austin, Texas 78701-1494 ★ 512/463-9734 ★ FAX: 512/463-9838 ★ <http://www.tea.state.tx.us>

Felipe T. Alanis
Commissioner of Education

June 12, 2003

Nina LaFord
East Fort Worth Montessori School
2717 Putnam Street
Fort Worth, TX 76112

Dear Ms. LaFord:

Enclosed is a signed contract for the East Fort Worth Montessori Academy. This one is for your school files, and the other original has been placed in your files at the Texas Education Agency.

I look forward to working with you and your school.

Sincerely,

A handwritten signature in black ink, appearing to read "Ertha Patrick". The signature is stylized with a large, sweeping "E" and "P".

Ertha Patrick, Division Manager
Charter Schools Division

Enclosure

CONTRACT FOR OPEN-ENROLLMENT CHARTER

This contract is executed between the Texas State Board of Education (the "Board") and East Fort Worth Montessori School ("Charter Holder") for an Eighth Generation open-enrollment charter to operate East Fort Worth Montessori Academy, a Texas public school.

General

1. **Definitions.** As used in this contract: "Charter" means the Eighth Generation open-enrollment charter, as provided by, Chapter 12, Subchapter D, Texas Education Code, granted by this contract.

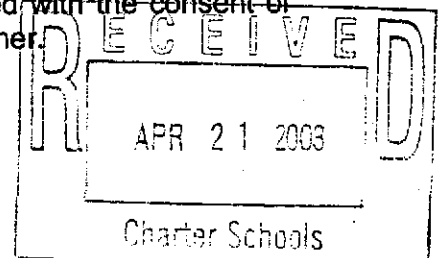
"Charter Holder" means the sponsoring entity identified in the charter application and the entity to which a charter is granted by this contract.

"Charter school" means the Eighth Generation open-enrollment charter school. The charter school is part of the public school system of Texas and is a charter school within the meaning of 20 U.S.C. § 8066.

"Agency" means the Texas Education Agency

"Commissioner" means the Commissioner of Education.

2. **The Charter.** This contract grants to Charter Holder an Eighth Generation open-enrollment charter under Texas Education Code Chapter 12, Subchapter D. The terms of the charter include: (a) this contract; (b) applicable law; (c) Request for Application RFA 701-02-014 (d) any condition, amendment, modification, revision or other change to the charter adopted or ratified by the Board or the Commissioner; (e) all statements, assurances, commitments and representations made by Charter Holder in its application for charter, attachments or related documents, to the extent consistent with the aforementioned (a) through (d); 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 its employees in support of its application for charter. Action inconsistent with the terms of the charter shall constitute a material violation of the charter.
3. **Term of Charter.** The charter shall be in effect from the date of execution through July 31, 2007 unless renewed or terminated. The grant of this charter does not create an entitlement to a renewal of the charter. The charter may be renewed for an additional period determined by the Commissioner.
4. **Revision by Agreement.** The terms of the charter may be revised with the consent of Charter Holder by written amendment approved by the Commissioner.



Students

5. **Open-enrollment.** Admission and enrollment of students shall be open to any person who resides within the geographic boundaries stated in the charter application and who is eligible for admission based on lawful criteria identified in the charter application. Total enrollment shall not exceed the maximum number of students set out in the charter application. The charter school's admission policy shall prohibit discrimination on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the student would otherwise attend.
6. **Non-religious Instruction and Affiliation.** The charter school shall not conduct religious instruction. The charter school, the sponsoring entity, and any entity that owns or controls the sponsoring entity in whole or in part (including by the power to select officers or directors) shall be nonsectarian in its programs, policies, employment practices, and all other operations.
7. **Children with Disabilities.** The charter school is a "local educational agency" as defined by federal law. Charter Holder must comply with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1401, et seq., and implementing regulations; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and implementing regulations; Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131-12165, and implementing regulations; Chapter 29, Texas Education Code, and implementing rules; and court cases applying these laws. Among the charter school's legal responsibilities in this area are the following:
 - (a) **Child Find.** Charter Holder must adopt and implement policies and practices that affirmatively seek out, identify, locate, and evaluate children with disabilities enrolled in the charter school or who contact the charter school regarding enrollment.
 - (b) **Free Appropriate Public Education.** Charter Holder must provide a free appropriate public education to all children including children with disabilities otherwise eligible to enroll in the charter school. If the program, staff, or facilities of the charter school are not capable of meeting the needs of a particular child, Charter Holder must implement changes necessary to accommodate the child at the charter school. If reasonable accommodations would be insufficient to enable the child to benefit from the charter school's program, Charter Holder must, at its own expense, place the child at an appropriate school.
 - (b) **Services to Expelled Students.** Charter Holder must continue to provide a free appropriate public education to a child with disabilities even after expelling or suspending the child for valid disciplinary reasons.
 - (c) **Monitoring.** The charter school's implementation of the laws education of children with disabilities will be monitored for compliance by the United States Department of Education, Office of Special Education Programs; the United States Department of Education, Office of Civil Rights; the Agency; and others.

APR 21 2003

Charter Schools

(d) Due Process Hearings. The charter school's implementation of the laws governing education of children with disabilities will also be subject to scrutiny by the courts if litigation against Charter Holder is brought by individuals affected by the actions of the charter school.

8. Student Performance and Accountability. Charter Holder shall satisfy Chapter 39, Subchapters B, C, D, and G of the Texas Education Code, and related Agency rules, as well as the student performance accountability criteria stated in its application for charter.

Financial Management

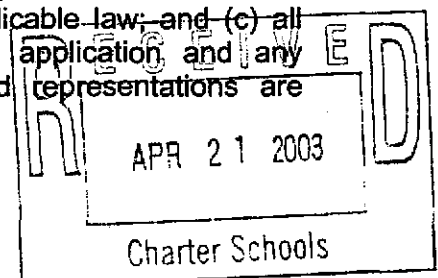
9. Federal Withholding Requirements. Failure to comply with Internal Revenue Service withholding regulations shall constitute a material violation of the charter.
10. Workers' Compensation. Charter Holder shall extend workers' compensation benefits to charter school employees by (1) becoming a self-insurer; (2) providing insurance under a workers' compensation insurance policy; or (3) entering into an agreement with other entities providing for self-insurance.

Governance and Operations

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

This Agreement

12. 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.
13. 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.
14. 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 Request for Application RFA 701-02-014; (b) applicable law; and (c) all commitments and representations made in Charter Holder's application, and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).



- 15. 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.
- 16. Venue. Any suit arising under this contract shall be brought in Travis County, Texas.
- 17. Governing Law. In any suit arising under this contract, Texas law shall apply.
- 18. Laws and Rules Applicable. By executing this contract, the undersigned representatives of Charter Holder represent that they have read and understand the rules adopted by the Board and the Commissioner pursuant to Texas Education Code Chapter 12, Subchapter D and that they have had full opportunity to consult with their own legal counsel concerning said rules prior to executing this agreement. The undersigned representatives further understand and agree that: (a) the terms of this contract, and of the Eighth Generation open-enrollment charter created by this contract, include all applicable state and federal laws, including all applicable rules and regulations; (b) the rules and regulations adopted pursuant to state and federal law may be adopted, amended or repealed from time to time; and (c) all such changes to the rules and regulations applicable to Charter Holder shall become an essential part of this contract and of the open-enrollment charter created by this contract, as of the effective date provided in the rule or regulation.
- 19. Eligibility and Authority. By executing this contract, Charter Holder represents that it is an "eligible entity" within the meaning of Section 12.101 (a), Texas Education Code. Charter Holder shall immediately notify the Commissioner of any legal change in its status, which would disqualify it from holding the charter, of any violation of the terms and conditions of this contract, or of any change in the chief operating officer of the Charter Holder. Charter Holder further represents that the person signing this contract has been properly delegated authority to do so.

Entered into this ___ day of _____ 2003.

Texas State Board of Education:
Geraldine Miller 6/7/03
 Geraldine Miller, Chair Date

East Fort Worth Montessori School:
Nina LaFond 4/14/03
 Nina LaFond, Chair Date

East Fort Worth Montessori Academy:
Joyce Brown 4/14/03
 Joyce Brown, Chief Operating Officer Date

