

Application for an Open-Enrollment Charter School – Ninth Generation

APPLICATION

Coversheet, page 1 of 2
(MUST Type Information)

Date of Submission: March 27, 2003 (No later than due date: 5:00 P.M., March 27, 2003)

Name of Proposed School: KIPP Aspire Academy

Grade Levels to be served:

Year 1 5,6
Year 2 5,6,7
Year 3 5,6,7,8
Year 4 5,6,7,8
Year 5 5,6,7,8

Maximum Estimated Enrollment:

Year 1 180
Year 2 270
Year 3 360
Year 4 360
Year 5 360

Name of Sponsoring Entity: KIPP Foundation, 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	PLEASE PROVIDE THE FOLLOWING INFORMATION: State Board of Education District #: <u>District 3</u> Education Service Center #: <u>Region 20</u> Proposed Opening Date of School: <u>July, 2004</u>

Chairperson of Board of Sponsoring Entity: Donald Fisher

Chief Executive Officer of Sponsoring Entity: Michael Feinberg

Chief Executive Officer of Proposed Charter School: Mark Larson

Applicant Mailing Address: 1826 Basse Road, San Antonio, TX 78213

Physical Address of Proposed Administrative Offices: Same as above (if different from above)

Contact Name Mark Larson

Contact Phone # (210) 771-1449

Fax # (210) 735-7300

Contact Email Address: mlarson@kipp.org

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

Main Campus 1826 Basse Road, San Antonio, TX 78213

Satellite Campus None

If necessary, attach additional satellite information.

Staff Qualifications

Will the school require all teachers to be certified by State Board for Educator Certification (SBEC)?

No

Will the school require that all teachers hold at least a bachelor's degree? Yes

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Coversheet, page 2 of 2
(MUST Type Information)

Will 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 hold at least a bachelor's degree?
No

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..."

IS THERE ANY INDIVIDUAL IDENTIFIED IN TEC 12.120 WHO HAS:

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.

IS THERE ANY INDIVIDUAL IDENTIFIED IN TEC 12.120 WHO HAS:

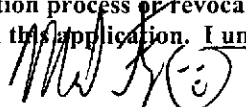
No been involved in bankruptcy?

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 audits? N/A participating in required annual evaluations?

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.**

 3-20-03
 (BLUE INK) Signature of Chief Executive Officer Of Sponsoring Entity/Date


 (BLUE INK) Signature of Application Preparer Was this person paid? Yes ☒ No ☐

Note: The Application Preparer was not paid for the express purpose of preparing this charter, but is a full time, paid employee of KIPP Foundation, the sponsoring entity, and therefore was technically paid as part of her job responsibilities to prepare the charter.

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Information Reviewed by Texas Education Association

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Attachments

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Application Sections to be Scored By Review Committee

Items are to be arranged in the order indicated with pages numbered consecutively and indicated in the Table of Contents.

As you complete the application, you will want to consider the score sheet to be used by the review committee on pages 12-15, Texas Education Code (TEC) and Texas Administrative Code found in APPENDIX I, and other web pages and resources noted.

1. Statement of Need

Provide evidence that there is a need for this type of school and that there is a sufficient demand for the educational program you are proposing.

KIPP Aspire Academy will be located at 1826 Basse Road in a neighborhood in inner city San Antonio. The school will target educationally underserved students in fifth through eighth grades and will focus recruitment efforts on the neighborhood around the school with the hopes of becoming a community school.

As an area that has been the victim of twenty years of continuing financial decline, the neighborhood in which the school is located has few prospects for renewal. There are few community members who have been successful in college who can be held up as models for the generations to come. The middle schools in the area have not been successful in preparing their students to excel in high school and in college. Taken together, these factors paint a fairly bleak picture for students in the area.

This area is in need of a solution to the continued decline of the neighborhood and the continued decline of opportunity for the area students. In providing an option for these students and setting the expectation that they will go to college, KIPP Aspire Academy will take part in setting a new precedent for the possibilities that exist for the students in school, the families in the community, and the expectations of the community itself.

The local schools are falling significantly short of bringing all students to a point of success. Large numbers of their students are failing even minimum basic skill tests. While they have shown some signs of improvement according to their TAAS scores, the prediction is that their true success or lack thereof will show up in dramatic fashion with the implementation of the TAKS test in 2003. The scores from this test will demonstrate an even greater need for an alternative for these students. The two schools below are two of the strongest in the attendance area:

	Nimitz NEISD	Twain SAISD
Passing Rates	2002	2002
TAAS All Tests Taken		
All Students	72.9	67.9
African American	48.3	58.8
Hispanic	72.7	68.3
White	84.6	70
Economically Disadvantaged	72.5	68

Campus Student Composition

African American	5.5	3.3
Hispanic	82.9	92.1
White	10.5	3.7
Economically Disadvantaged	84.7	100

APPLICATION

KIPP Aspire Academy is based on the remarkable successes of the two founding Knowledge Is Power Program (KIPP) schools, in Houston and in the South Bronx of New York City. KIPP Aspire Academy, like the KIPP Academies of Houston and the South Bronx, will require students and teachers to attend school from approximately 7:30 a.m. to 5:00 p.m. during the week, for ~~four hours~~ on two to three Saturdays each month and for three weeks during the summer. More time on task for students will afford the faculty and staff of KIPP Aspire Academy the opportunity to meet the needs of students. High expectations for student behavior and academics will be judged by a definitive focus on results. Finally, the School Director of KIPP Aspire Academy will have the power to lead, the ability to direct the budget and hire and fire faculty and staff. KIPP Aspire Academy will succeed because it matches successful, proven educational strategies to the needs of the student population of San Antonio in a committed partnership with students' families.

The parents and community members in San Antonio are increasingly longing for and in need of excellent schools that refuse to make excuses for students not obtaining educational success. KIPP Aspire Academy will be established as an academically intensive college preparatory middle school in an effort to meet the needs and desires of San Antonio's families. It is the intention of KIPP Aspire Academy to serve students who are defined as "at-risk" under the Texas Education Code. KIPP Aspire Academy will provide children with the opportunity to achieve a sense of personal pride and passion for learning. The students will recognize that, in order to avoid the traps of the stereotypes placed upon them, they must value their time in school and use their education as a vehicle to transform their knowledge into power and to succeed in our society.

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

The mission of KIPP Aspire is simple, yet powerful: to create a school in which educationally underserved students develop knowledge, skills, and character, thereby creating opportunities for success and leadership in top quality high schools, colleges, and the competitive world. The Board of Directors of KIPP Aspire Academy believes the open-enrollment charter process in Texas affords the best possibility of making this mission happen with its inherent flexibility and its intrinsic parallel belief in one of KIPP's Pillars, "Choice and Commitment." The charter model is conducive to enabling the school to adhere to KIPP's Five Pillars, which will be the foundation of the school's culture and success.

KIPP Aspire Academy hopes to be approved by the office of the Commissioner of Education to open in the fall of 2003 as a satellite campus of the original KIPP Academy in Houston. While this arrangement allows the school to operate as a Texas public school serving the children of San Antonio, the Board of Directors of KIPP Aspire Academy wishes to obtain an open-enrollment charter of their own to operate the school with the maximum autonomy allowed under state law to give the greatest voice possible to the citizens of San Antonio and to develop the unique KIPP culture that has been successful preparing historically educationally underserved students for the best high schools and universities in the country. The open-enrollment charter school process will accomplish both in the most effective and efficient manner.

CHARTER CONTINGENCIES FOR GENERATION 9 APPLICANT

KIPP Foundation, Inc.

KIPP Aspire Academy

The following clarifications will be made in the final document submitted to the TEA:

TELEPHONE NUMBER should be as follows: 210.735.7300

FAX NUMBER should be as follows: 210.735.7305

MAXIMUM CLASS SIZE:

KIPP Aspire Academy plans to have 9 teachers for 180 students in year one and approximately 19 full time teachers for 360 students at full size as stated on page 46. The teacher to student ratio would be 1:20. This is the ratio of full time staff to the number of students.

Page 46 will be corrected to state that the teacher to student ratio will be 1:20.

The teacher to student ratio includes all staff members and all students and will be roughly 1:20, this. However, the maximum amount of students in one classroom will be 30 students. Therefore, the maximum class size will be 30 and will remain as stated on page 64.

OTHER**Personnel**

- Clarify employment policy as discussed on p. 48 that states that teachers will serve as "at-will" employees, but will serve for at least 2 years.
 - Teachers at KIPP Aspire Academy will serve as at-will employees and will not be required to serve for two years. The language will be changed to state that teachers will serve as "at-will" employees and will ideally serve for at least 2 years.
- Clarify meaning of statement on p. 49 that states that one of the responsibilities of the office manager will be: "Receipts income from students and parents of the school."
 - The above statement on page 49 will be taken out of the document.

Clarify school hours

- Page 7 will be corrected to state that Saturday school will be 4 and one half hours.
- Page 8 will be corrected to state that summer school will be three weeks long.

Clarify goals

- Page 11, Goal 1, C refers to year three and will be corrected.
- Page 12, Goal 7, C will be corrected to read year three.

Clarify what is meant by "Systems" on pg. 14

The term "Systems" refers to the way that the school handles various items such as registration, checking homework, running Advisory, running lunch and the lunch count.

Demonstrate understanding that TEA does not have the authority to approve the transfer of the charter as stated on page 36.

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Developing and implementing an innovative middle school program such as that proposed by KIPP Aspire Academy would be considerably more difficult within the structures of most current independent school districts. The charter school process in Texas allows the charter schools to serve students independent of the usual bureaucracies inherent in Texas public schools. This will allow the school's director the ability to make decisions (staffing, curricular, financial, etc.) for the good of the children at the school with appropriate speed and efficiency. This responsiveness is a most valuable characteristic of the charter school movement in Texas and nationwide.

2. Vision of the School

Describe the long-range vision of the school, specifically addressing how that vision supports student learning of the Texas Essential Knowledge and Skills.

The mission of KIPP Aspire Academy is to enable children who have been educationally underserved to develop the knowledge, skills, and character necessary to succeed in top quality high schools, colleges, and the competitive world beyond. Strengthened by these skills, habits and qualities, the students of KIPP Aspire Academy will prioritize the goal of a college education in achieving personal success.

KIPP Aspire Academy is committed to providing its students with a top quality education, making no excuses regarding background and previous educational experience and recognizing that there are no shortcuts to success. Hard work, superior instruction, and a collaborative culture focused on support through working as a team and family are the school's guideposts as it achieves its mission.

KIPP Aspire Academy is the product of thoughtful planning and will grow incrementally, providing time to implement the school design and build the school culture. The school will open with approximately 180 5th and 6th grade students and will add one grade level per year. Its small size, about 360 students at full-size, ensures that the students will be known and that relationships will form to build the team and family that will give the students ownership of the school and of their own education.

The school has a sense of urgency about its mission combined with a clear and strong instructional focus. In order to succeed in realizing an important and challenging mission, KIPP Aspire Academy will have a longer school day, from 7:30 a.m. – 5:00 p.m., a longer school week, students will be in class two Saturdays a month; and a longer school year, school will be in session for ~~one month~~ during the summer. Both individual teacher practice and the operation of the school as a whole are based on research of best practices. In order to maintain this focus, set an example of life-long learning, and model self-reflection, KIPP Aspire Academy will operate as a learning school, staying abreast of current research and conducting action research focused on the school in order to ensure the success of the students.

As a KIPP school, KIPP Aspire Academy focuses on the five pillars as necessary to fulfill the mission: More Time, a Focus on Results, Choice and Commitment, the Power to Lead, and High Expectations. Each of these is a strategy that has proven to be important in creating a successful school. Integral to these five pillars will be a collaborative culture focused on developing and maintaining superior instruction, which will be the axle upon which the school turns.

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With a strong curricular focus, more time for instruction, and exceptional teachers, the students at KIPP Aspire Academy will excel academically. KIPP Aspire Academy's curriculum will be based on the TEKS and teachers will develop a scope and sequence for each class that thoroughly covers them. The TEKS will be seen as a baseline that all students must reach on their way to succeeding with a curriculum that will put them on the track to college.

In succinct terms, describe the educational philosophy and pedagogy of the proposed school.

KIPP Aspire Academy will achieve its mission and vision by implementing KIPP's Five Pillars:

1. **High Expectations.** KIPP Aspire Academy will have explicitly defined and observable high expectations for academic achievement and conduct that make no excuses based on the background of students. Students, parents, teachers, and staff will create and reinforce a culture of achievement and support through a range of formal and informal rewards and consequences for academic performance and behavior.
2. **Choice & Commitment.** Students, their parents, and the faculty of KIPP Aspire Academy are part of the school by choice. No one will be assigned or forced to attend the school. Everyone must make and uphold a commitment to the school and to each other to put in the time and effort required to achieve success.
3. **More Time.** KIPP Aspire Academy knows that *there are no shortcuts* when it comes to helping educationally underserved students succeed academically. A longer school day, a longer school year, and summer school mean more time for students at KIPP Aspire Academy to acquire the academic knowledge and skills, as well as broad extracurricular experiences that will prepare them for competitive high schools and colleges.
4. **Power to Lead.** The School Director of KIPP Aspire Academy will be an effective academic and organizational leader who understands that there are no great schools without great school leaders. The School Director will have control over the school budget and personnel, allowing him/her to swiftly move dollars or make staffing changes in order to be more effective in helping students learn.
5. **Focus on Results.** KIPP Aspire Academy will focus unrelentingly on results. Student achievement on tests and other objective measures will substantially outperform District averages. The school will not make excuses based on demographics, and will enable its students to compete at our nation's best high schools and colleges.

The key components of the school's program are summed up in KIPP Aspire Academy's motto, "**THERE ARE NO SHORTCUTS**"-- words that apply to administration, faculty, students, and parents alike.

The primary teaching methods in KIPP Aspire Academy classrooms will include the following: direct whole-class instruction; teacher-directed small group instruction; one-on-one teacher instruction; cooperative learning; peer tutoring; instruction incorporating various learning modalities and multiple intelligences; independent activities, including computer activities and

independent projects; whole body multi-sensory instruction such as raps, songs, chants, and dances; discovery learning; project-based learning; call and response; role-playing; and lessons from the "field", including field lessons throughout the year and an end-of-year culminating field lesson.

Discuss the educational innovations that will distinguish this school from other schools.

The KIPP Aspire Academy framework will encourage and motivate students and their families to view an intense academic commitment as the key to future achievement.

More time on task is central to the success of all KIPP schools. More time means that all students are learning and engaged at all times. This requires the School Director and staff to maximize the 570 minutes they have with their students each day. Regardless of whether the students are in the classroom or in the hallways, the goal is to constantly take advantage of the 570 "teachable minutes" in a KIPP school day. The educational program at KIPP Aspire Academy will require students and teachers to attend school from 7:30 a.m. to 5:00 p.m. during the week, for four and a half hours on Saturday, and for three weeks during the summer. All of these hours will be focused on addressing the academic, intellectual and character skills of our students. Throughout the country, KIPP students spend approximately two-thirds more time in the classroom than their peers and have achieved remarkable academic and social progress after only one year.

Although there are some after-school programs available to students in San Antonio, KIPP Aspire Academy will successfully link regular classroom instruction and extended hours (through the day, week and year) by housing the program in one place, providing instruction by one dedicated faculty, and by implementing a unified curriculum interwoven throughout the day. Furthermore, by serving students in grades five through eight, KIPP Aspire Academy will effectively bridge the crucial gap between elementary and high school. This is often a time in which many poor, urban children replace academic fervor with involvement in harmful influences such as drugs, gangs, violence, and crime. KIPP Aspire Academy will focus on children at the young age of nine or ten and support and encourage them through the turbulent years of early adolescence.

Finally, KIPP's culture sets it apart from the way many other schools operate. KIPP students learn in a structured environment that encourages appropriate behaviors that focus on learning, as well as an atmosphere of supporting peers and meeting high expectations.

Sp Ed: Add Response A* to
3. Student Goals

3. Student Goals

Identify the school's academic goals for student learning for the first five years. This section should convey how the charter school addresses requirements relative to the Texas Essential Knowledge and Skills.

Specific Academic Performance Goals

By the end of their eighth grade year at KIPP Aspire Academy:

1. 90% of the students will demonstrate a minimum of one year's growth each year (in mathematics and reading) based on the baseline tests given in fifth grade and yearly

CHARTER CONTINGENCIES FOR GENERATION 9 APPLICANT

KIPP Foundation, Inc.

KIPP Aspire Academy

Special Education Division

The following clarifications will be made in the final document submitted to the TEA:

Section 3 Student Goals, page 10

Concern

There is no mention of the SDAA and the LDAA for students with disabilities who are exempted from the TAKS and the SDAA. It is unclear how results for students with disabilities who are exempted from the TAKS and the school's standardized test will be included in the school's performance measures.

Contingencies A

- Provide clarification regarding the SDAA and LDAA and how the school will include students with disabilities who are exempt from the TAKS and/or the school's standardized test into measures of school-wide performance.

Response:

a { For each student receiving special education services, an ARD committee will meet to determine the appropriate state assessment. The ARD committee may decide that the appropriate assessment is an SDAA, in subjects and grade levels where they are available, or an LDAA if an SDAA is not available.

According to new AEIS processes, the performance evaluation of every school takes in to account the performance of every subgroup, including special education students. KIPP Aspire Academy will use the same processes in evaluating our own performance.

Section 6 Human Resource, page 39

Concern

It is not clear that the charter includes in its policies that all special education and related services will be provided by personnel who are appropriately certified or license in the area of assignment.

Contingencies A

- Provide an assurance that school policy will reflect that all special education and related services personnel will be certified, endorsed, or licensed in the area of assignment.

b The following statement will be added to the teacher qualifications section "All special education and related services and all bilingual education will be provided by personnel who are appropriately certified or licensed in the area of assignment."

standardized tests thereafter each spring. This nationally normed standardized test selection will be approved by the board of directors.

2. 90% of the students will show a growth of at least one year as measured by the Texas Learner Index as reported on TAKS results.
3. 90% of the students will exceed the average performance levels of students in the same grade level in local school districts and in the state of Texas on the TAKS testing program
4. 100% of the LEP (Limited English Proficiency) students will achieve fluency in English and will exit bilingual services.

In addition to those areas in which the state has identified academic achievement standards, KIPP Aspire Academy students must meet **additional** standards of demonstrated excellence.

By the end of their eighth grade year:

5. 90% of KIPP Aspire Academy students will demonstrate computer literacy by mastering word processing, multimedia publishing, and have the ability to access and use the Internet.
6. 90% of all KIPP Aspire Academy's students will qualify for, and be accepted into a proven and established college preparatory high school program.
7. 90% of all KIPP Aspire Academy's students will show demonstrable improvement in physical conditioning.

KIPP Aspire Academy will ensure that teacher-designed and other internal assessments used at the school to measure the goals above will be aligned with all state standards.

Provide the measurable school performance objectives for each academic goal listed.

Goal 1. A. In year one, 80% of the fifth-grade students will show at least a one-year growth on the school's standardized test from its baseline administration in the fall of fifth grade to its annual spring testing in reading and mathematics; 85% of the sixth-grade students will demonstrate more than one year's growth from their previous annual spring testing in reading and math.

B. In year two, 80% of fifth-grade students will show at least a one year's growth on the school's standardized test from its baseline administration in the fall of fifth grade to its annual spring testing in reading and mathematics; 85% of the sixth-graders and 90% of the seventh-graders will demonstrate more than one year's growth from their previous annual spring testing in reading and math.

C. In year ~~two~~, 80% of fifth-grade students will show at least a one year's growth on the school's standardized test from its baseline administration in the fall of fifth grade to its annual spring testing in reading and mathematics; 85% of the sixth-graders, 90% of the seventh-graders, and 90% of the eighth-graders will demonstrate more than one year's growth from their previous annual spring testing in reading and math.

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- Goal 2.** A. In year one, 80% of all students will show a performance increase as measured by the TLI of at least one year. APPLICATION
B. In year two, 87% of all students will show a performance increase as measured by the TLI of at least one year.
C. In year three, 90% of all students will show a performance increase as measured by the TLI of at least one year.
- Goal 3.** A. In year one, 80% of students will exceed the local school district and Texas state grade level performance on the TAKS test.
B. In year two, 87% of students will exceed the local school district and Texas state grade level performance on the TAKS test.
C. In year three, 90% of students will exceed the local school district and Texas state grade level performance on the TAKS test.
- Goal 4.** A. By the end of their first year at KIPP Aspire Academy, 80% of students identified as LEP will have earned their exit from the bilingual/ESL program.
B. By the end of their second year at KIPP Aspire Academy, 90% of students identified as LEP will have earned their exit from the bilingual/ESL program.
C. By the end of their third year at KIPP Aspire Academy, 100% of students identified as LEP will have earned their exit from the bilingual/ESL program.
- Goal 5.** A. By the end of their sixth-grade year, 90% of students will show competence in use of Internet research skills.
B. By the end of their seventh-grade year, 90% of students will demonstrate their competence in Internet research skills and word processing.
C. By the end of their eighth-grade year, 90% of students will demonstrate their competence in Internet research, word processing and multimedia production.
- Goal 6.** A. By the end of their sixth-grade year, all students will identify the academic and character requirements of magnet and college preparatory high schools in San Antonio, in Texas and beyond.
B. By the end of their seventh-grade year, all students will identify the magnet and college preparatory high schools to which they will apply, and they will gather all needed information from the schools in order to successfully complete the application and matriculation processes.
C. By the end of their eighth-grade year, 90% of the students will have multiple high school acceptances from magnet and college preparatory high schools.
- Goal 7.** A. By the end of their first year at KIPP Aspire Academy, 80% of students will demonstrate an improvement in their physical conditioning.
B. By the end of their second year at KIPP Aspire Academy, 85% of students will demonstrate an improvement in their physical conditioning.
C. By the end of their ~~second~~ year at KIPP Aspire Academy, 90% of students will demonstrate an improvement in their physical conditioning.

List the school goals and explain how they support student learning.

KIPP Aspire Academy will provide a meaningful college preparatory experience to its students by showing them what they can accomplish in a single year of dedicated hard work, and the level to which they can enhance their self-confidence through academic

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CHARTER CONTINGENCIES FOR GENERATION 9 APPLICANT

KIPP Foundation, Inc.

KIPP Aspire Academy

The following clarifications will be made in the final document submitted to the TEA:

TELEPHONE NUMBER should be as follows: 210.735.7300

FAX NUMBER should be as follows: 210.735.7305

MAXIMUM CLASS SIZE:

KIPP Aspire Academy plans to have 9 teachers for 180 students in year one and approximately 19 full time teachers for 360 students at full size as stated on page 46. The teacher to student ratio would be 1:20. This is the ratio of full time staff to the number of students.

Page 46 will be corrected to state that the teacher to student ratio will be 1:20.

The teacher to student ratio includes all staff members and all students and will be roughly 1:20, this. However, the maximum amount of students in one classroom will be 30 students. Therefore, the maximum class size will be 30 and will remain as stated on page 64.

OTHER

Personnel

- Clarify employment policy as discussed on p. 48 that states that teachers will serve as "at-will" employees, but will serve for at least 2 years.
 - Teachers at KIPP Aspire Academy will serve as at-will employees and will not be required to serve for two years. The language will be changed to state that teachers will serve as "at-will" employees and will ideally serve for at least 2 years.
- Clarify meaning of statement on p. 49 that states that one of the responsibilities of the office manager will be: "Receipts income from students and parents of the school."
 - The above statement on page 49 will be taken out of the document.

Clarify school hours

- Page 7 will be corrected to state that Saturday school will be 4 and one half hours.
- Page 8 will be corrected to state that summer school will be three weeks long.

Clarify goals

- Page 11, Goal 1, C refers to year three and will be corrected.
- Page 12, Goal 7, C will be corrected to read year three.

Clarify what is meant by "Systems" on pg. 14

The term "Systems" refers to the way that the school handles various items such as registration, checking homework, running Advisory, running lunch and the lunch count.

Demonstrate understanding that TEA does not have the authority to approve the transfer of the charter as stated on page 36.

- The language regarding the transfer of the charter will be removed. Page 36 will be corrected to state, "KIPP Foundation will act as the founding coalition of KIPP Aspire Academy. The Board of KIPP Aspire Academy..."

achievement. Furthermore, KIPP Aspire Academy will instill in students the belief that they should and can attend college, and through this process will provide them the tools to do so. The school will meet additional standards of demonstrated excellence toward these goals.

The school goals for KIPP Aspire Academy:

Goal 1: The school will establish a permanent site, either by buying or building, by the fifth year of its charter. This permanence will support the longevity of the school and its programs.

Goal 2: The school will be able to retain 90% of the successful teachers on the staff each year, to ensure that quality teaching is maintained and supported each year.

Goal 3: The school will schedule annual field lessons and provide them to the students at minimal cost. These field lessons will have a dual purpose of supporting the classroom learning based on the TEKS and to provide multiple meaningful college and university visits for all students.

Goal 4: The school will be generous with its time and expertise providing an available model to all area schools and interested community members. KIPP Aspire Academy will share best practices and lessons learned with other charter and District schools within San Antonio.

Goal 5: KIPP Aspire Academy's mobility, truancy, and drop-out rates will be below the norm for local districts with similar demographics;

Goal 6: KIPP Aspire Academy's attendance rates will be above the norm for local districts with similar demographics; and

Goal 7: KIPP Aspire Academy will track at least 90% of students as they leave KIPP Aspire Academy into high school and college years.

Additionally, over the first five years of operation, the school will work toward a specific set of intermediate goals:

Area	Year 1	Year 5	Support Student Learning
Building	Stay in same location for two years	Have purchased the Lutheran High School	Provide stability and security to address Maslow's basic needs
Recruiting	Have more than 100 applications and have at least 40 students on the waiting list at the beginning of year two	Have more than 400 on the waiting list over four grades	Promote a sense of opportunity among those students in the school and encourage high performance
Student Retention	Have 97% of students return for the next year	Have 97% of students return for the next year	Provide a stable and consistent environment for student learning
Teacher Retention	Have 100% of successful teachers	Have 90% of successful teachers	Successful teachers promote student

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	stay at the school	stay at the school	learning
Board Retention	Have 100% of successful and contributing board members stay	Have 90% of successful and contributing board members stay	A well managed school promotes student learning
Parent Satisfaction	Have 95% of parents say that they are "satisfied" and that they "would recommend KIPP Aspire Academy to other parents."	Have 95% of parents say that they are "satisfied" and that they "would recommend KIPP Aspire Academy to other parents."	Supportive parents promote student learning and support the school in promoting student learning
Community Partners	Have 15 different community partners involved with the school	Have 80 community partners involved with the school	Community support promotes student learning
Volunteers	Have 80% of parents complete their volunteering requirement and have 15 people who are not parents volunteer at the school	Have 95% of parents complete their volunteering requirement and have 60 people who are not parents volunteer at the school	Parents actively supporting the school will promote student learning
Siblings in attendance	Have 100% of available siblings apply to KIPP Aspire Academy	Have 95% of available siblings apply to KIPP Aspire Academy	This is an indicator that parents are supportive of the school and are pleased with the level of student success
Private donors	Have 25 individuals (including the board) donate money to the school	Have 40 individuals (including the board) donate money to the school	This is both an external indicator of success and a means of promoting student learning
Foundation grants	Receive grants from three foundations	Receive grants from six foundations	Grants make more and different types of student learning possible
Systems	Have recorded the procedures for each system and be working toward a protocol for each	Have established systems and protocols for all events with room to create or change them as needed	Consistency in systems removes a stumbling block to focusing on student learning

- o The language regarding the transfer of the charter will be removed. Page 36 will be corrected to state, "KIPP Foundation will act as the founding coalition of KIPP Aspire Academy. The Board of KIPP Aspire Academy..."

Curriculum		Have a binder and a CD with the curriculum for each class at each grade level. Have examined the progression of the classes and made changes as necessary	Successful TEKS-based curriculum promotes student learning
	Have a binder and a CD with curriculum from each class for the first year		

Finally, KIPP Aspire Academy's goal is to further contribute to the dissemination of best practices. KIPP is a national model of education reform that has established a successful track record and partnerships with other high performing schools nationwide to extend the reach of best practices for charter schools and other public schools. The school expects to participate and present at local knowledge sharing forums, as well as national forums such as the National Charter Schools Conference. KIPP Aspire Academy also expects to be a strong force in the community, uniting parents, community members, and educators across diverse cultures.

Clearly state how progress will be measured relative to each of the goals and objectives. Name assessment instruments to be used.

Assessment of academic performance goals will be accomplished as follows:

Goal/Objective	Assessment Instrument
1. 90% of the students will demonstrate a minimum of one year's growth each year (in mathematics and reading) based on the baseline tests given in fifth grade and yearly standardized tests thereafter each spring.	Stanford 10: Individual analysis and comparison of each student's report will be used to determine annual growth between each SAT 10 testing period.
2. 90% of the students will show a growth of at least one year as measured by the Texas Learner Index as reported on TAKS results.	Texas Assessment of Knowledge and Skills; Individual analysis and comparison of each student's report will be used to determine annual growth between each TAKS testing period.
3. 90% of the students will exceed the average performance levels of students in the same grade level in local school districts and in the state of Texas on the TAKS testing program	Texas Assessment of Knowledge and Skills; A careful comparison of the school's TAKS results to those of local school districts and the state of Texas will be made each year. Results will include disaggregation of scores among major ethnic and socio-economic as provided by TEA.
4. 100% of the LEP (Limited English Proficiency) students will achieve fluency in English and will exit bilingual services.	Aprenda: Analysis of each student's scores on this test will determine English fluency and literacy. Results to be used for determination of program status by the LPAC.
5. 90% of KIPP Aspire Academy students will demonstrate computer literacy by	Teacher-designed classroom and benchmark assessments along with electronic portfolio

mastering word processing, multimedia publishing, and have the ability to access and use the Internet.	presentations will be used to determine successful attainment of this objective.
6. 90% of all KIPP Aspire Academy's students will qualify for, and be accepted into a proven and established college preparatory high school program.	The school will maintain accurate records concerning each eighth grade student's high school application process, including number and name of each school applied to, each school offering acceptance, and ultimate school choice for attendance.
7. 90% of all KIPP Aspire Academy's students will show demonstrable improvement in physical conditioning.	The school will develop a rigorous physical assessment rubric that will be used to track individual student progress towards improving physical conditioning.

Clearly state when and how annual progress in meeting objectives will be reported to students, parents, and the public.

KIPP Aspire Academy will publish an annual report detailing results from all aspects of the school's operations including academic performance, standardized test performance, attendance, fiscal responsibility, fundraising, parent satisfaction, special events and board initiatives. This report will be distributed automatically, by mail, to all parents of enrolled students, the Board of Trustees, the Texas Education Agency, and to those community members that make a request to the school for a copy by August 15 of each year, unless an earlier date is specified by the Texas Education Agency. External constituents will be able to access this information free of charge at the school's public website.

4. Educational Plan (Scored by Review Committee)

Describe the educational program planned for the school at the grade levels proposed. Indicate clearly how these areas will be strengthened over time.

The educational program described herein is based on the Texas Essential Knowledge and Skills (TEKS) for grades five through eight and enhances that foundation with additional challenging curricular structures. It is designed to prepare students for the best high schools, colleges and universities in the country. Teachers will work with the School Director of KIPP Aspire Academy to supplement this curriculum with their own innovations, research and expertise. In addition, curriculum content beyond the eighth grade level may be introduced after students have mastered the grade-level material offered through grade 8 at KIPP Aspire, in both breadth and depth.

English/Language Arts

The English-Language Arts program will provide a challenging and rewarding curriculum that is literature-based, culturally diverse and intellectually stimulating. A significant emphasis will be placed on developing reading and writing skills. To this end, the English-Language Arts curriculum will be rooted in the "Four Blocks" approach, which includes daily instruction in writing, guided reading, independent reading and decoding. Students will work collaboratively to guide each other's understanding of texts, novels, media and other sources. Students will leave KIPP Aspire Academy with a mastery of the language arts skills that will be required of them in the highly selective high schools and colleges they will later attend.

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Although individual teachers will define and hone each specific curriculum, the fundamental elements of reading comprehension, writing, listening, speaking, viewing, and presentation will be covered in each English-Language Arts classroom. Students will learn the fundamentals of grammar, the writing process, how to listen effectively, viewing skills, public speaking and note taking; in addition, students will learn to identify social and cultural influences and differences in writing. Students will work together to revise, edit and present papers and other presentations.

Literacy is a fundamental and vital skill that is crucial in every area of academics and life. KIPP Aspire Academy will promote literacy across all subject areas by utilizing a "writing across the curriculum" approach and by providing a literature-intensive program in subjects such as History-Social Science and Science. Skills that will be reinforced in all areas include reading comprehension (e.g., identifying the main idea, recognizing details, analyzing tone, sequencing, etc.), writing (e.g., revision, peer editing), and speaking (e.g., speech giving, class presentations, collaboration).

In addition to an English-Language Arts class, students in fifth and sixth grades will be enrolled in a Reading class designed to teach the fundamentals of reading through a combination of approaches. This class will ensure that the students have the basic skills and a good foundation on which to build through the upper grade levels. Students will be regularly evaluated and will progress to new challenges in their reading as they progress.

In addition to an English-Language Arts class, KIPP Aspire Academy students will be enrolled in novel study classes in seventh and eighth grades. In these classes, students will read, discuss, and analyze novels, both independently and in groups. These novels used will constitute a culturally diverse combination of classic literature and recent works. The classes will promote the students' understanding of literature, their background knowledge of the classics, their understanding of world cultures, and their reading comprehension levels.

English-Language Arts skills are interconnected and require constant reinforcement. For this reason, students will be able to break down reading, writing, speaking and listening into its fundamental elements, but they will also experience and develop these skills holistically and in the context of practical and relevant material and literature.

Throughout their four years at KIPP Aspire Academy, students will be required to write multiple drafts of papers, and they will use organizational devices, such as graphic organizers and outlines. From fifth to eighth grade, students will develop more and more sophistication and technical mastery in their writing, but organization and process will be stressed and reinforced from the beginning of writing instruction.

Students will learn to read literature selections according to each author's intent. Through performances and read-aloud sessions, students will learn to interpret and respond to the devices that poets and playwrights use to direct the reader. The school drama club and debate team (to be added as the school matures) will give students the opportunity to further hone these talents.

Mathematics

The math curriculum will provide the students of KIPP Aspire Academy with the skills they need to excel in advanced math tracks at top high schools in the country. KIPP Aspire students will learn number sense, patterns and relationships, how to use data, tables, graphs, and charts, and how to apply this knowledge to their everyday lives. The math program will focus on problem solving and reinforcing basic math skills to the point of mastery. This focus on problem solving will be reinforced in other classes; and to begin each day in this mode, every student will receive a challenging math problem to solve.

KIPP Aspire Academy will use a variety of teaching techniques and methods that are tailored to student needs. One of those methods will be an innovative method of teaching that involves chanting, rapping and singing in order to make sure that incoming fifth graders master the basic skills, such as multiplication tables and two-digit division, in order to be able to attain more challenging fifth grade material. In addition to ensuring that these skills are at the automatic level, students will develop a strong number sense that will lead to significant gains in their problem solving abilities.

Because all students at KIPP Aspire Academy will learn, students who are furthest behind in math-as with all subjects- will receive after-school and weekend tutoring until they are on track with the rest of the class. In addition, a culture is established at KIPP schools that allows for students' teammates to provide peer support, when appropriate, with class work and homework.

Furthermore, the math program at KIPP Aspire Academy will utilize technology and provide students with the knowledge of how to navigate common computer programs and how to understand computer hardware and software structures. Students will also gain knowledge of the Internet throughout all of their classes. Additionally, the math curriculum will include the use of scientific and graphing calculators.

Science

At KIPP Aspire Academy, the science curriculum will place heavy emphasis on learning the processes and skills that students need in order to understand the scientific method and its implications. These processes (e.g. observing, sequencing, measuring, classifying, describing, experimenting, inferring, predicting) are valuable skills to reinforce across disciplines. These processes will be learned through experimentation and investigation, including a writing component, such as lab write-ups and reports.

In addition to learning the processes of science, students will learn certain content in the areas of geology, biology (human, animal, and plant), and physics. Each science class will include not only scientific content, but will also provide an interdisciplinary bridge between math, science, health, and technology, as well as a history of science component.

The science curriculum will introduce students to investigation and experimentation in the earth, life, and physical sciences in the fifth grade, and then deepen their understanding of each of these fields in subsequent years. In accordance with KIPP Aspire Academy's accelerated pace, students will also gain a strong foundation in Biology that will enable them to be placed in Honors or accelerated Biology classes in high school. The biology component will also incorporate Health content and issues at each grade. At each grade level, hands-on field lessons will bring students into the community so that they can apply the processes and skills they have learned in traditional classroom instruction. A broad,

multicultural history of science component will span the entire curriculum, as will skills development, a study of the impact of humans on the environment, and a reinforcement of math and technology skills. APPLICATION

History-Social Science

Throughout their four years at KIPP Aspire Academy, students will receive a college preparatory education in "United States History and Geography" and "World History and Geography," as well as a focus on "Texas History and Geography." Each strand will focus on civic and economic implications using research and analysis.

An understanding of geography is fundamental to understanding the major events of United States and world history, and will thus be a major focus of the History-Social Science curriculum. Geography will be reinforced and studied throughout a student's four years at KIPP Aspire Academy. Physical, human and environmental geography will be studied in order to gain deeper insight into the factors that determine how cultures have evolved, how wars have been waged and won, and how humans have affected the distribution and availability of natural resources throughout history.

In order to be fully prepared for excellent high schools and colleges, students need a mastery of the countries, cultures, physical features, environments and landforms of the world. In addition, they need to be adept at using maps, and must be able to interpret charts, graphs, and other representations of geographical and historical concepts.

A thorough understanding of history is necessary for students to become active citizens of our country and in, with growing interconnectedness, our world. The History-Social Science curriculum will prepare students with knowledge of the major events of history, as well as providing them with the skills necessary to evaluate current events, political structures, economics and philosophies.

The History-Social Science curriculum will be reading intensive, and will involve the analysis of primary and secondary sources. This will serve the dual function of increasing literacy and providing students with the ability to critically evaluate both historical and contemporary texts. Social Studies classes will also reinforce the "writing across the curriculum" program by focusing on a weekly writing skill explored by the entire school.

The History-Social Science curriculum will also be largely project-based, and will involve a large amount of group work. For KIPP Aspire Academy's students to become active participants in society, they must be able to function effectively in group-settings, and focus on problem solving, analysis, and content. Students will see their peers within the school as their family, and their class and various groups as a team. The History-Social Science curriculum and its implementation will feature constant reinforcement of the values of teamwork, citizenship, and collective goal attainment.

All History-Social Science classes will require written essays and reports. Students will be held accountable not only for content, but for style, organization and mechanics as well. They will use the writing process across all disciplines, including social studies. They will develop portfolios that include projects and writing samples. Furthermore, all eighth grade students will complete an exit project that will be required for graduation, and will include a written component and an oral presentation.

Finally, History-Social Science classes will examine the art and music of various cultures and civilizations. Visual art and music will be analyzed for its cultural, sociological, and historical implications, and students will understand the connection between art, culture, geography and history.

Physical Education

All students at KIPP Aspire Academy will receive a highly structured physical education class. Students will become more physically fit, while learning the benefits of fitness and teamwork, as well as the rules of various sports. As teamwork will be an omnipresent theme at KIPP Aspire Academy, the social rules that govern team interaction and competition will be taught and reinforced.

The Physical Education program will focus on sports-related activities and physical fitness. Students will develop competency in a variety of sports and dance techniques; they will develop motor skills and coordination; and they will learn different strategies for different sports.

KIPP Aspire Academy believes that competency and excellence in athletics can lead to confidence and mental well being in life and that team sports instill dedication and a sense of working for the collective good. The Physical Education program will thereby be focused on improving the physical and mental health of the students, as well as building an understanding of and appreciation for shared outcomes and collaborations.

Visual and Performing Arts

Students at KIPP Aspire Academy will receive a cross-curricular program in visual and performing arts beginning in fifth grade that may feature music performance, dramatic performance, painting and visual expression, elements of dance and cultural representations through art. The school's visual and performing arts curriculum will follow the TEKS by focusing on the following strands: artistic perception, creative expression/performance, historical/cultural heritage and response/evaluation. KIPP Aspire Academy teachers in all classes will strive to incorporate all learning styles and modalities into each lesson, providing ample opportunity for students to use artistic creativity and expression.

The History-Social Science curriculum will explore the art of various cultures around the world and how these cultures are represented in their art. The language arts program will feature plays, poetry readings and other forums for dramatic expression. The Physical Education program will teach students the fundamentals of artistic expression through movement. Finally, the extracurricular program will feature a drama club, a dance team and other activities in which students can learn about expression through art, as well as art history and cultural influences on art and music.

KIPP Aspire Academy plans to have music classes beginning in sixth grade, in which students learn the fundamentals of music. In subsequent years, students may have the opportunity to play an instrument as part of a larger ensemble or become a member of the KIPP Aspire Academy Choir.

In addition to the TEKS, the KIPP Aspire Academy curriculum will offer a World Languages curriculum, beginning in seventh grade, to enrich students' lives and prepare them for entry into competitive four-year colleges. Many students at KIPP Aspire Academy will go on to careers in fields that require international expertise, and in some cases, the ability to speak a language other than English. Colleges and universities require some foreign language background, and intimate knowledge of a second language provides a student with insight into her or his first language.

KIPP Aspire Academy students will compare the formal language structures of Spanish to the structures of English in order to obtain a better understanding of both languages. The students will develop the skills necessary for them to continue studying Spanish in high school and college, or for them to start learning another language.

Instructional Technology

Technology offers many tools to support high academic achievement in KIPP schools. While technology is not a core curricular area to be mastered for its own sake, modern technological tools should be employed to achieve specific curricular goals. Just as a calculator can assist with higher-level math equations, 21st century technologies should be utilized to achieve clear educational outcomes that are measurable, demonstrable, and non-technological in nature.

The use of technology at KIPP Aspire Academy will enhance individual achievement through the use of assessment technologies; enable teachers and students to effectively collaborate with others; enable new forms of student expression; build higher order thinking skills by allowing students to interact with information in multiple ways; and facilitate professional development opportunities such as enhancing instructional support through the organization and distribution of teacher lesson plans.

Indicate clearly how these areas will be strengthened over time.

KIPP Foundation's Academic Team has worked to develop a challenging set of academic standards and practices based on some of the best middle schools in the country. This team is comprised of leading educators with a proven record of success in developing academically rigorous middle schools. The Academic Team will work with Mark Larson, KIPP Aspire Academy's School Director, and the school staff to continually revise and update the school's curriculum, instructional practices, academic standards, evaluation and assessment criteria and teacher professional development plans at least twice each year for the school's first two years of operation. The Academic Team will also assist with textbook selection, special education planning, and state and advanced test preparation readiness.

As the student population increases additional staff will add new dimensions to the curricular strength at KIPP Aspire Academy, and KIPP's Academic Team will continue support as they evaluate new programs and curricula that align with the school's vision and goals. At six-month intervals, the school staff will meet in a mini-curriculum conference session spanning at least two days to reassess and re-evaluate the school's curriculum.

Tell how the program will incorporate the required curriculum as provided by Section 28.002, Texas Education Code. Describe the scope and sequence of the curriculum as delivered by the charter school with particular attention to the foundation curriculum (reading, mathematics, science and social studies).

KIPP Aspire Academy will provide a well-rounded, comprehensive curriculum that includes all of the components required by the Texas Education Agency, including the foundations of English/Language Arts, mathematics, science/health, and social studies. In addition, KIPP Aspire students will be offered instruction in world languages, physical education, health, the arts, economics, and technology applications. In addition, emphasizing the application of subject matter to college majors and careers is an overall goal of KIPP, thus providing students with a long-term focus on applying knowledge acquired.

Founding teachers are scheduled to work with Mr. Larson in the early summer to develop the scope and sequences for each subject area that will break larger goals and objectives into manageable instructional units. The following are descriptions of what those scope and sequences will include:

English/Language Arts for each grade level will focus on reading, writing, speaking, listening and viewing with well-developed strands. Each of the areas will begin at the basic foundation level of expectations as organized in the TEKS and build to higher levels of attainment. With the addition of a reading class at grades five and six and a novels class at grades seven and eight, students will be able to hone their skills in all areas of English/language arts. Following the TEKS, students will learn skills with both breadth and depth before moving on to higher levels.

The mathematics curriculum scope and sequence will present an intense fifth grade mathematics program that ensures mastery of basic mathematical skills and concepts, aligned with the TEKS. A sixth grade pre-algebra course will prepare students with the foundation for higher levels of mathematical understandings required as math acquisition becomes more complicated and abstract. In grades seven and eight grade students will take a two-year, broadened and deepened Algebra I course designed to maximize this foundation for all college-preparatory mathematics.

Science curriculum will be one with a balanced focus on scientific process and concepts and organized with an integrated approach, including earth, life and physical science, thus well-aligned with TEKS. Investigation and application will drive studies throughout the four years a student attends KIPP Aspire Academy. Students will gain the basic concepts presented through the teaching of the science TEKS, grades 5-8, with a focus on building curiosity and using the scientific method to solve hypotheses. Health education will be incorporated as the students learn about life sciences and human biology.

Social Studies will follow the state course offerings: a survey course of United States History (5th Grade), World Cultures (6th Grade), Texas History (7th Grade) and an intensive study of the first half of United States History (8th Grade). The study of economics will be incorporated throughout all levels of each course. Scope and sequences that follow the TEKS in content will be developed for each of the courses of study.

Additional course offerings include World Languages (Spanish and perhaps Latin) beginning with the seventh grade year; Physical Education and Computer Literacy each year; and a

Fine Arts program that will develop from courses designed to expose students to the Arts and provide opportunities for students to fully explore their individual talents in Music, Art and Drama. The school will take pains to ensure that it does not try to offer too many co- and extra-curricular courses diluting the college preparatory theme. A well-rounded student is necessary for a successful college experience; however, foundational curriculum must always be the focus of the school.

Describe how the program will prepare students to meet state graduation requirements.

KIPP Aspire Academy's mission is to equip students with the knowledge, skills, and character traits necessary to succeed in high school, college, and the competitive world. As such, teachers at KIPP Aspire Academy will focus on preparing students to excel in the high schools they will later attend. In addition to earning high school credit in Algebra I, students will understand the expectations that will be placed upon them in a rigorous high school program. Teachers will be trained in the Advanced Placement process and understand the expected college entrance requirements, allowing students to enter high school with a clear approach to meeting all graduation requirements with an eye on the bigger prize: college acceptance. Staff will review state graduation requirements annually with students and parents to ensure they are comfortable with the requirements when the students go to high school.

Describe how the program will incorporate the Texas Essential Knowledge and Skills into the curriculum and address goals, objectives, and content in all subject areas and grade levels proposed.

KIPP Aspire Academy will correlate its curricular objectives with the Texas Essential Knowledge and Skills. The school's focus is not to change what the state believes are the appropriate academic outcomes, but rather, to ensure that all students master all areas of the Texas state standards. The leadership and teaching staff of KIPP Aspire Academy will more fully develop its curriculum in the summer of 2003, before the beginning of the first school year of operation.

The curriculum of the school will be carefully and thoughtfully developed by the instructional staff under the guidance of the school's director. It will be based on the Texas Essential Knowledge and Skills (TEKS) as a standard for development and assessment. Augmenting the TEKS will be standards from other states, other grade levels, special courses, using instructional practices from the best schools across the nation. This synthesis of curricular elements will ensure that all of the TEKS are well imbedded in the school's curriculum, while ensuring the school presents a diverse and challenging pre-college-prep school experience for its students. It is a crucial element of this school that the detailed curriculum scope and sequences be developed by the instructional staff. Only then will the curriculum become an integral part of the school.

The process for developing subject curriculum will be a "reverse design process." This means that teachers will start by taking the TEKS and creating identifiable, measurable benchmark assessments to ensure progress toward those standards. From these benchmark assessments, teachers will create yearlong and quarterly scope and sequences; they will then work down to weekly assessments and daily lesson plans. All of these design components will center on essential questions of content area knowledge and skills as made

evident in the TEKS. Demonstrated student understanding of these concepts will indicate successful teaching and learning. APPLICATION

Because all of the TEKS may not be thoroughly addressed in an "over-the-counter curricular materials", KIPP Aspire Academy will carefully analyze and supplement the adopted texts. The school is dedicated to the continuous development of its curriculum and course offerings, with the TEKS as its clear guide.

Samples of specific goals, objectives and content in all subject areas are listed below. As is easily observed, the basis for the content is TEKS, with KIPP additions noted in italics.

English/Language Arts

Goal: Students will communicate effectively through listening, speaking, reading, writing and viewing.

Grade 5 Objective: (Writing/writing processes.) The student selects and uses writing processes for self-initiated and assigned writing.

Measurable content objectives:

The student will

- generate ideas and plans for writing by using such prewriting strategies as brainstorming, graphic organizers, notes and logs
- develop drafts by categorizing ideas, organizing them into paragraphs, and blending paragraphs within larger units of text *and provide a written explanation of the process used.*

Grade 7 Objective: (Reading/inquiry/research.) The student inquires and conducts research using a variety of sources.

Measurable content objective: The student will form and revise questions for investigations, including questions arising from readings, assignments and units of study, *comparing and contrasting individual questions with those of peers.*

Mathematics

Goal: Students will be able to understand and apply mathematics and to solve mathematical problems.

Grade 5 Objective: (Number, operation, and quantitative reasoning). The student uses fractions in problem-solving situations.

Measurable content objective: The student will use models to relate decimals to fractions that name tenths, hundredths, and thousandths *and create problems that use the fraction/decimal comparisons.*

Science

Goal: Students will understand life, physical and earth sciences and how they interact and apply to individuals, groups and matter and be able to prove hypotheses using the scientific method.

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Grade 8 objective: (Science concepts) The student knows that there is a relationship between force and motion.

Measurable Content Objective: The student will demonstrate an understanding that waves are generated and can travel through different media *and have the ability to describe an example of the concept in writing.*

Social Studies

Goal: Students will develop an understanding of the world, its history, government, economics, populations and geography and apply that knowledge.

Grade 6 Objective: (Geography) The student understands how geographic factors influence the economic development, political relationships, and policies of the world's societies.

Measurable objective: The student will describe how factors such as location, physical features, transportation corridors and barriers and distribution of natural resources influence the economic development and foreign policies of world societies.

Describe any unique curricular experiences to be offered by the charter school that will enhance student success beyond the minimum curriculum.

Saturday Enrichment Classes

KIPP Aspire Academy students will attend Saturday classes from 9:00 a.m. to 1:30 p.m. During this time, students will participate in activities that will contribute to their becoming well-rounded individuals, including the following examples: jazz, voice, swimming, martial arts, dance, art, step, soccer, basketball and chess. Fifth and sixth grade students will spend two hours of Saturday school taking extended core subject classes. This time will also function as additional remediation and assistance for students who are struggling to master content and skills.

Seventh and eighth grade students will utilize a portion of this time to continue practice in their extracurricular activities; they will also complete a SAT training class. It is the school's hope that with this early preparation students will receive higher scores on the PSAT and SAT.

In addition, KIPP Aspire Academy teachers may provide help or assistance to parents during Saturday school hours, such as family support services, GED classes and ESL classes.

Summer School

All students at KIPP Aspire Academy will attend summer school. The summer school session provides KIPP Aspire Academy students, parents and teachers with a head start in preparing for the upcoming academic year. The program is not designed as the traditional summer school remediation for those students who failed to perform adequately during the regular school year; rather, it is an introduction to the upcoming school year and an orientation for new, incoming students. Students will attend classes for four and a half hours each day for three weeks. The school director will work to align session dates with the local San Antonio districts' summer school schedules.

KIPP Aspire Academy's summer session will be divided into two components. The first segment will contain a weeklong staff development program that will provide KIPP Aspire Academy teachers with an opportunity to design their goals, objectives and curriculum for the summer and upcoming school year. One deliverable from this staff development will be a carefully developed scope and sequence for each course teachers are teaching, ensuring that all of the TEKS will be addressed during the course of the year. Once the summer session has ended, teachers will continue their preparation by more completely designing a curriculum for the fall that will address the specific needs and interests of the students identified during the summer.

The second component of the summer session will be brought to life when the students enter the classrooms. During this time, teachers, students and parents will become acquainted with the procedures and expectations demanded throughout the year. After assessing each student's individual strengths and weaknesses, teachers will emphasize the basics of English-Language Arts, Mathematics, Science and History/Social Science. The summer session will also be a time when the process of team building begins.

Students will be introduced to the concepts, challenges, strengths and rewards of working as a team and family. Above all, students will be welcomed into the KIPP culture; they will learn what it means to be a KIPP student through introductions to KIPP songs, chants and projects emphasizing hard work, teamwork and a culture of high expectations. On the first day of school, all children will learn what year they will graduate from college, and they will begin the process of learning how to focus on their short-term, intermediate and long-term goals not only to achieve success at KIPP Aspire Academy but also at top-quality high schools and colleges.

KIPP Aspire Academy operates on the belief that all students benefit from academic enrichment. With that understanding, all students will be exposed to significant enrichment opportunities both within the school and in the larger community of San Antonio.

Arts

As development of an aesthetic appreciation for the arts begins at an early age and many of the students coming to KIPP Aspire Academy will not have significant experience with the arts, it is important that the school provide multiple and rich opportunities to the students in a manner that is accessible and meaningful to them. With this in mind, many arts opportunities will be woven into the curriculum through social studies, language arts, math, and science. With the curriculum to provide a foundation and an understanding for the experiences, the students will be better equipped to enjoy them.

KIPP Aspire Academy will form partnerships with multiple arts organizations in San Antonio including the Carver Cultural Center, the North East School of the Arts, the McNay Art Museum, the San Antonio Museum of Arts, the San Pedro Playhouse and the San Antonio Symphony. These partnerships will provide opportunities for students to attend or participate in African dance recitals, Chicano art exhibits, classic musicals, symphonies, acting classes and high quality art exhibits from a multitude of backgrounds and genres.

Academics

Just as arts enrichment provides opportunities for students to explore their learning in new, challenging, and enjoyable ways, academic enrichment should stretch students' minds in ways that are not available or possible within the traditional classroom. Odyssey of the Mind or Destination Imagination, UIL debate, number sense, and extemporaneous speaking competitions, Aerospace Day at Brooks Air Force Base, novel experiences with students and faculty at local universities, Sigma math competitions, participation in Saturday Morning Experience with Trinity University, a chess club and participation in Upward Bound will all be made available to KIPP Aspire Academy students through volunteer support or partnerships with the sponsoring organizations.

Field Lessons

KIPP Aspire Academy intends to have students participate in out-of-town and out-of-state field lessons at the end of each school year as an extension of the culture and curriculum of the school. The fifth grade field lesson will take the students to Big Bend National Park for a camping, hiking, and rock climbing and rappelling experience. During the course of this week the students will climb a physical mountain to provide a parallel experience to the metaphorical mountain they are climbing through their education. This trip will focus on teamwork and goal setting as they are tied to the curriculum as well as significant ties to the science curriculum through wildlife studies and a conservation project.

The sixth grade field lesson will be travel to the West coast to study varied cultures including American Indians in the Southwest, the Chinese and Koreans in Chinatown and Koreatown in San Francisco and Los Angeles, and the diversity of backgrounds and lifestyles in California. The social studies curriculum on the development of cultures and governing structures and the impact of geography on a society will all inform this trip.

Study of the diversity of present day Texas and the impact of a border region on the population and economy of the state will supplement the seventh grade focus on Texas history. This curriculum will form the basis for a trip around Texas to the major historical sites along with visits to various border towns to get a first-hand look at the richness and diversity of the state of Texas.

As students study United States history in eighth grade and begin their transition into the next phase of their education, students will travel to Washington D.C. and other East coast cities. The students will gain a deeper understanding of many of the important events in U.S. history and the government.

As KIPP Aspire Academy is a college preparatory school, the trips will support this by creating the opportunity for students to visit a number of universities to continue to reinforce the importance of higher education and provide them with the experience of visiting schools, going on tours, and interviewing. Trips at every grade level will include visits to colleges and universities in the areas that they will be visiting.

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

One of KIPP Aspire Academy's approaches to ensuring student success is to employ and to continually develop excellent teachers for each classroom. It is the responsibility of the school director to provide clear standards of student achievement and the broad framework and parameters for methods to instruct students to reach those standards; it is each teacher's responsibility to design a plan of instruction and assessment in their subject to lead students to demonstrated achievement according to the standards of the school and the state of Texas. It is the school's collective responsibility to ensure that those standards are articulated to parents and students, are aligned with parent expectations for their children, and are taught with effective and efficient pedagogy.

KIPP Aspire Academy will recruit and employ qualified, knowledgeable teachers who will maximize classroom learning. These teachers will be adept at leading students to acquire the knowledge and skills needed to achieve academic success in their classrooms, in top-quality high schools and colleges and in the competitive world. KIPP Aspire Academy strongly believes that all positive habits, skills and knowledge that are desired in our students must be explicitly taught; there will be no surprises for students in terms of what is expected of them.

There are many instructional theories and practices proven to be effective in the classroom. KIPP Aspire Academy does not intend to subscribe to only one approach. The school believes in allowing successful teachers to teach in an environment that supports effective and innovative practices and strategies. The instruction in classrooms, though, will follow parameters consistent with the overall mission and culture of the school. As such, teachers at KIPP Aspire Academy will commit to teach well-planned lessons daily with passion to engaged students in a respectful, orderly and focused classroom. The goal of facilitating student learning and understanding will be to meet content and performance standards. More specifically, KIPP Aspire Academy teachers will do the following:

- Establish classrooms where the teacher is clearly in control and respected by students. Mutual respect among students and the teacher will be consistently evident;
- Reinforce continually the importance of daily homework by clearly posting assignments, vigorously checking for completion of homework at the start of each day and evaluating homework to better understand relative student knowledge;
- Strive to develop student responsibility. Teachers will hold students accountable for completing all assignments, exhibiting respectful behavior at all times and helping fellow students with their work in a spirit of teamwork;
- Demonstrate passion for both the act of teaching and the subject matter for which they are responsible;
- Post in the classroom the daily the "Big Idea," "Do Now" and homework for every lesson. Teachers will compile detailed lesson plans, for instructional purposes, for every lesson they teach;
- Collaborate regularly with other staff members to learn from each others' best practices in instruction and student management;
- Engage and motivate students to ensure that all are actively participating;
- Make themselves available after school and in the evening for questions from parents and students and/or providing additional help to parents and students, either in-person or by phone;
- Dedicate themselves to on-going professional development processes to improve their teaching;

- Model the importance of persistence and hard work by maintaining excellent attendance;
- Actively participate in enrichment activities, such as music, drama or athletics, after school and as part of Saturday school and partner with community groups and local volunteers;
- Actively involve the students' families in the students' learning, both inside and outside the classroom, through regular communication and home visits

Student engagement will be a hallmark of teaching at KIPP Aspire Academy. Teachers will endeavor to create interactive classrooms, both in teaching basic skills and posing questions to develop more complex, higher-order thinking. Teachers will be responsible for driving the student learning deeper than the mere accumulation of skills and knowledge to a place of understanding, a fundamental value of KIPP Aspire Academy.

KIPP Aspire Academy believes firmly that ambitious content and performance standards are critical to ensuring that every student is prepared for success at each grade level, and, more importantly, that students are ready for competitive high schools and colleges when they complete eighth grade. While the school will adopt rigorous standards that meet or exceed the TEKS, the school believes that it is the translation of these standards into positive methods of instruction that produce high student achievement and understanding. We believe one of the reasons that high-levels of student understanding fail to take root in many schools is that there are no mechanisms for teachers to collectively implement standards. This is the reason that sharing of ideas and frequent discussions of teaching practices, student assessment, and student work will be consistently included at KIPP Aspire Academy.

There are many successful classroom strategies, styles and approaches that stimulate students to deeper levels of enduring understanding. Teachers at KIPP Aspire Academy may use a variety of instructional approaches, tailored to best encourage understanding of the material, skills, knowledge and deeper connections being taught in particular subjects and for particular lessons.

The primary teaching methods in KIPP Aspire Academy classrooms will include the following: direct whole-class instruction; teacher-directed small group instruction; one-on-one teacher instruction; cooperative learning; peer tutoring; instruction incorporating various learning modalities and multiple intelligences; independent activities, including computer activities and independent projects; whole body multi-sensory instruction such as raps, songs, chants and dances; discovery learning; project-based learning; call and response; role-playing; and lessons from the "field", including field lessons throughout the year and an end-of-year culminating field lesson.

The school recognizes that all these methods are valuable, but the best teachers use a conscious blend of them, employing the appropriate strategy at the appropriate time for the appropriate material. Whatever methods are employed, teachers will be held accountable for teaching engaging lessons that ultimately lead to enduring understanding demonstrated by results.

In an effort to promote structures that assist the staff in implementing effective methods of instruction, a thoughtful program of professional development will be introduced in KIPP Aspire Academy's first year.

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

Essential to KIPP Aspire Academy's culture is the understanding that in order to be a member of the culture one must learn, continue learning, and support the learning of others. In alignment with this understanding and with the idea that formal school structures can go a long way toward supporting the development of an informal culture, teachers will be provided time and be expected to observe their peers, be observed by their peers and debrief with their peers about issues and questions raised through the observations. Allowing time for this type of interaction and putting forth the expectation that all members of the community will engage in it will direct the community toward the development of a culture of a learning community. KIPP Aspire Academy will be predicated on the belief that the development and sustainment of superior levels of teaching come not from external "faculty development specialists," but from intentional and continual thoughtfulness, research, and collaboration around improvement in the craft of teaching on both the level of the individual and the organization.

In the vein of allowing and encouraging ownership of the school on the part of the students and the parents, they will each be asked to provide feedback about each teacher for the purpose of informing the teacher and the school director as to areas of strength and areas of weakness. The use of this 360-degree feedback will allow the teacher and the school director to see a more complete picture of the whole of the teacher, raising concerns that would not otherwise have been noticed and highlighting successes that might otherwise have gone unrecognized.

Each teacher will develop a portfolio centered around their development as a teacher, as a learner, and as a member of the KIPP Aspire Academy community. This portfolio will give structure to the reflection that will be part of the expectation of each teacher. It will supplement the peer observations, administrative observations and student and parent feedback that provide information about each teacher and will be the last piece of the comprehensive 360-degree feedback. The artifacts chosen and the reflections about each of the artifacts will focus on interaction and involvement with the culture of the school, instructional alignment with the standards and with assessment, creativity and innovation in instruction, success in addressing multiple learning styles, interaction with students and the success of students.

The artifacts included in the portfolios may be videotapes of lessons, student work, evaluations, curricular units or lesson plans, student and parent feedback and other meaningful and informative selections by the teacher. These portfolios will be developed by each teacher for the first few years of the school as the school develops and moves toward a more comprehensive and individual approach to teacher development that is appropriate for a more mature school. Even after the progression toward the alternative teacher evaluation and development system is in effect, each teacher that is in his or her first year at KIPP Aspire Academy will develop a portfolio as a means chronicling and evaluating the teacher's understanding of and fit within the culture and expectations of the school.

In addition to the staff development models explained above, teachers at KIPP Aspire Academy will also meet as a community each Friday from 2:45 until 4:45. This time will be used for grade level meetings, department meetings, whole faculty discussions, outside

speakers and as a forum for addressing problems that arise as a part of the natural evolution of the school. The teacher-of-the-week award will also be conferred during this time. The staff will periodically go on retreats to delve more deeply into philosophical issues in the school and to do more significant and long-term planning.

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

As part of KIPP Aspire Academy's *focus on results*, the school will employ a variety of assessment tools to ensure that the students are developing the academic, intellectual, and character skills that are necessary for success in high school, college, and the competitive world beyond, as well as maintaining sufficient progress toward benchmarks of achievement as aligned with TEKS. Some of the performance evaluation and assessment instruments to be used include:

- Weekly tests and quizzes in each class
- Portfolios
- Unit tests
- End-of-course exams (with eighth graders working on an accelerated pace)
- Projects
- Homework
- Class attendance
- Norm-referenced assessment (possibly SAT 10)
- TAKS

This range of assessment tools will allow KIPP Aspire Academy teachers and administrators to critique the school's instructional program, quickly adjust instructional practices and establish new goals and expectations to better facilitate student learning.

Simply put, KIPP Aspire Academy must have a very clear connection between WHAT is learned (the content and standards within the TEKS), WHEN it is to be learned (scopes and sequences), HOW it is learned (instruction/ pedagogy) and HOW WELL it is learned (assessment). Only when this integral relationship among curriculum, scope and sequences, instruction and assessment is understood can a school design a successful educational program where ALL students learn.

Every teacher at KIPP Aspire must have a clear understanding of the relationship between the TEKS and how they are assessed (in each lesson, unit and, ultimately, with the TAKS). Teachers will analyze the TEKS, explore how to best teach each standard, determine when each standard should be taught and compare these methodologies to the assessment instruments being used both in class and those administered by the state and nation. Teachers will carefully analyze all assessment data and adjust instructional strategies appropriately to ensure student understanding. The School Director of KIPP Aspire Academy will ensure that assessments align with the TEKS and that results of assessments continuously drive instruction.

Describe the planned academic assessment of individual student performance in the foundation areas. Describe the instruments to be used and instructional planning that will result from required early assessment of reading in grades K-2, if applicable. Include the process to be used to determine the

baseline of achievement levels of students, the results to be achieved, and the methods of measurement to be used.

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All students will demonstrate progress toward benchmarks of proficiency in each subject area. Benchmarks will be based on the TEKS as standards and will be supported by KIPP Aspire Academy teachers' own innovations, research and expertise. KIPP Aspire Academy will monitor the progress of students in the school's curriculum utilizing a variety of assessments, allowing teachers to follow every student's growth while also capturing day-to-day accomplishments.

KIPP Aspire Academy intends to have its students meet or exceed the local district's learning standards for their grade, as reported in achievement measures consistent with the TAKS, the Stanford-10 and other classroom based assessment tools. Each year, KIPP Aspire Academy will use data from standardized tests both to provide accountability and to provide the administration, teachers and parents with additional data to evaluate the effectiveness of our college preparatory program.

At KIPP Aspire Academy, assessment of student achievement will involve a full range of measures to ensure the most comprehensive picture of student progress. Quantitative data from standardized tests and results of performance-based assessment tools will form the foundation of KIPP Aspire Academy's comprehensive approach to measuring student performance. In addition to the data collected during the students' middle school years, students' success will be monitored in high school and even into college.

Each fall, KIPP Aspire Academy will administer the Stanford-10 (or another norm-referenced test) to its 5th grade students to provide baseline data from which progress can be measured and student academic strengths and weaknesses can be analyzed. In the spring of each year, all KIPP Aspire Academy students will take the Stanford-10 or another norm-referenced test. Again, the testing instrument will be used to inform KIPP Aspire Academy's practices and guide instructional planning.

By June 2005, at the end of the first academic year, a comparative analysis of test results will show individual and group progress over the results obtained by the students on their previous tests. Test scores of students at KIPP Aspire Academy will be compared to similar students in comparable non-charter schools in local school districts. KIPP Aspire Academy students will improve their scores on standardized tests in each year of operation and will have a class-wide and school-wide average for all standardized tests equivalent to or better than comparable schools and comparable students.

As KIPP Aspire Academy has yet to identify its students, a detailed plan for school improvement will be developed during the first year of operation as KIPP Aspire Academy gathers baseline data on its students from the Stanford-10.

Describe the methods to be used to identify the educational strengths and needs of individual students.

When KIPP Aspire Academy is able to access students' fourth grade testing information, the school will use these tests to inform instruction. In addition, the baseline data from the Stanford-10 collected in the fall of each student's fifth grade year, and in the spring for all students will also help identify the individual strengths and weaknesses for each student. Annually, each grade level of teachers will meet with the school director before the mid-point

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of the first quarter to evaluate the performance levels of the new class of students and to assess the alignment of the grade level's goals, standards, scope and sequence and assessments. Previously mastered skills will be noted to ensure they are reviewed during the year, and teachers will prominently address any educational shortcomings in the beginning of the year so that these deficits continue to receive attention as teachers spiral older concepts with newer ones.

As mentioned earlier, as part of KIPP Aspire Academy's *focus on results*, the school will employ a variety of assessment tools to ensure that the students are developing the academic, intellectual, and character skills that are necessary for success in high school, college, and the competitive world beyond, as well as maintaining sufficient progress toward benchmarks of achievement as aligned with TEKS. Teachers will use a combination of weekly tests, portfolios, unit tests, end-of-course exams, projects, homework, norm-referenced assessments and TAKS to assess progress.

This range of assessment tools will allow KIPP Aspire Academy teachers and administrators to analyze the effectiveness of the school's instructional program and to assess individual student progress toward acquisition of TEKS, quickly adjust instructional practices, and establish new goals and expectations to address student needs. Using data gathered, the assessment instruments listed which are aligned with content will be monitored to ensure that skills and objectives not mastered when first taught will be re-taught to ensure mastery.

As previously mentioned, every teacher at KIPP Aspire must have a clear understanding of the relationship between the TEKS and how they are assessed (in each lesson, unit and, ultimately, with the TAKS). The school director of KIPP Aspire Academy will ensure that assessments align with the TEKS and that results of assessments continuously drive instruction.

Describe how student evaluation results will be used to improve instructional programs.

KIPP Aspire Academy will measure the impact and success of its academic programs utilizing several forms of assessment and evaluation, administered on an annual, quarterly, weekly and daily basis in all curriculum areas. The instruments to be used will include the following: annual norm-referenced achievement testing; state performance-based assessments, including writing, if applicable; Jerry Johns (or other similar instrument) informal assessment of reading level; grade reporting and weekly progress reports to parents; student folders; student writing portfolios; student journals; daily subject area monitoring; unit tests and quizzes; performance assessments such as essays, oral presentations, research projects, debates and other kinds of open-ended assessments; and class attendance.

The frequent application of these evaluation tools will serve as an opportunity for KIPP Aspire Academy teachers and administrators to critique the program, to re-teach skills, content, and objectives, to adapt instructional approaches and to establish new goals and expectations to better facilitate student learning. Discussion among teachers of students' academic progress will take place at least weekly in a formal setting.

KIPP Aspire Academy will place emphasis on student achievement and progress. The first days of the summer will be spent orienting and building connections between and among

students and staff. The second priority is to assess the current skill level of the students in all subject areas. New fifth grade students will take the Stanford Achievement Test 10 (or similar national norm-referenced test) test in the fall to establish a baseline measure for each student. While the school may have access to those scores from the previous spring exams at the students' prior schools, we will also create our own baseline to ensure accurate measurements for every student.

In preparation for the initial summer session, each teacher will choose or design a comprehensive, diagnostic end-of-year assessment for their subjects. This will help frame the plan for each subject so that each individual teacher can design instructional units and benchmark assessments along the way, bringing students toward the school and state standards. Lastly, the diagnostic tests and annual spring TAKS and Stanford-10 results will provide the "next year baseline" from which to measure and report student progress.

Rewards for academic performance will be both extrinsic and intrinsic. Students who receive excellent grades (90% average or higher) in all subjects will be included on the "KIPP Aspire Academy Honor Roll" and will receive a certificate each quarter. Consequences for poor performance based on poor student effort will include parent notification, additional assignments, no participation in monthly reward activities, after school detention to complete work, and possible retention.

SAT 10/ Nationally norm-referenced test

One of KIPP's Five Pillars is a focus on results. Simply stated, our school will not be effective if it is not measuring its progress toward increasing the academic achievement levels of all students. While standardized test data is not the only way of measuring the performance of a school, it certainly is one of the most important. With this in mind, KIPP Aspire Academy will supplement the TAKS with the Stanford 10, or a similar nationally norm-referenced test, in English language arts and mathematics in order to ensure students' adequate preparation for high school, college, and the competitive world. At the beginning of each academic year, all incoming students in the 5th, 6th, 7th and 8th grades will be tested in order to determine their baseline performance levels.

At the end of the first year (and each spring thereafter), the students will be tested again to measure the academic gains achieved within the school year. This information will also be used to compare different sets of classes as well as gains and losses across years and within year student gains. Information collected from these standardized tests will also be used to develop the school's remediation curriculum for the summer session and regular session's curriculum. All results will be published in the school's annual report, which will be distributed to all parents, board members, local politicians, significant financial contributors, the Texas Education Agency and other interested parties.

Other Assessments

The staff will employ a variety of internal assessment tools in order to ensure that the students are developing the academic, intellectual and character skills that are necessary for success in high school, college and the competitive world. These additional assessment tools will allow our teachers and administrators to critique the school's instructional program and to quickly adjust instructional practices, including the establishment of new goals and expectations to better ensure student learning. Some of the performance evaluation and assessment instruments to be used include, but are not limited to:

- Weekly tests and quizzes in all classes
- Portfolios
- Student notebooks in each subject
- Daily subject area monitoring
- Unit tests
- End-of-course exams (8th graders working on an accelerated pace)
- Projects
- Homework
- Parent surveys
- Class attendance

KIPP Aspire Academy further intends to do a mid-year benchmark test to assess progress toward mastery of the TEKS standards. If students are not showing significant improvement in January, then KIPP Aspire Academy will utilize the extra time in the afternoons and on Saturdays to do remediation for students in need of this extra time.

Describe how program evaluation will be used to improve instructional programs.

Outside of the classroom, teachers will employ strategies to enhance student learning. There will be continuous horizontal and vertical curriculum planning to ensure consistency between the grade and cross-curricular developments in each grade. In the first operating year, teachers will begin with a two-week in-service training. In subsequent years, teachers will have coordinated departmental planning periods, mandatory grade-level meetings and planning periods and periodic after school planning sessions. The staff will develop and refine benchmarks, units, and lessons that correlate to the TEKS. Furthermore, teachers at KIPP Aspire Academy will work together to refine, share, and develop effective teaching strategies. Teachers who come to KIPP Aspire Academy will bring effective classroom techniques, which they will share with other teachers through team-teaching experiences.

In the first five years of the school, the School Director will gather feedback through interviews or surveys twice a year with each teacher that will focus on the program aspects of the school in regards to their success in positively impacting learning in the classrooms and in building a sustainable community focused on learning. Surveys will also be used to gather feedback from parents on these same issues.

KIPP Aspire Academy will undergo a series of comprehensive programmatic audits that will permit its Board, as well as the Texas Education Agency, to closely monitor the school's achievement of its goals and outcomes.

In order to ensure the success of KIPP schools, KIPP Foundation has developed a school evaluation process based upon the best practices of existing KIPP schools and KIPP Leadership Schools, and the protocol developed by a team of British School Inspectors and refined through assessments of high performing charter schools nation-wide. The School director will build an accountability plan for KIPP Aspire Academy and will benchmark the school's progress. KIPP Foundation staff members will visit KIPP Aspire Academy on a regular basis to provide formative feedback.

At the end of KIPP Aspire Academy's first year of operation as a state charter, a day-long, in-house inspection will occur. A formal inspection and evaluation to determine KIPP Aspire

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Academy's ongoing status is the capstone event at the conclusion of the KIPP School Leadership Program, which is at the end of the school's first year of operation. This formal inspection will be performed by British inspectors from Cambridge Education Associates. An outline of the protocol for these inspections is included in Appendix A.

All of these methods of feedback will then be used to inform discussions about modifying the program to meet the school's needs and increase student success.

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

As the majority of the students coming to KIPP Aspire Academy will be behind grade level in their academic development, building their skills and knowledge base will be focus of the first two years of their time at the school. Accordingly, there will be far fewer extracurricular activities available to the students during this time. It is intended that all students will take swimming during Saturday schools during the fifth and sixth grades. There will be some opportunity through Saturday school to participate in activities such as ultimate Frisbee, chess club, soccer, karate and dance, but these will not take place during the school day nor will they be competitive with other schools during the fifth and sixth grades.

When students enter seventh and eighth grades they will have the opportunity to choose extracurricular activities in which they would like to participate. While the range of activities will largely depend on the availability of coaches, sponsors, volunteers, and partnerships, it is the hope of the school that these would include those listed above for the fifth and sixth grades as well as volleyball, track and field, wrestling, baseball, softball, music and additional languages. These activities provide many opportunities for students to develop leadership skills, fitness and comfort with their own bodies, teamwork and social skills. They also provide an additional opportunity for success in a different aspect of school and education. KIPP Aspire Academy will compete within UIL or with other small schools in the San Antonio area in these events.

5. Governance Structures and Processes (Scored by Review Committee)

Describe the steps to be taken to maintain continuity between the founding coalition's (sponsoring entity's) vision and future governing boards.

The KIPP Foundation will act as the founding coalition of KIPP Aspire Academy with the intent that the Board will request of TEA the transfer of the charter from the KIPP Foundation, Inc. to KIPP Aspire Academy, Inc. The Board of KIPP Aspire Academy, Inc. will be composed of San Antonio community members who are committed to the school's mission and culture. This self-perpetuating Board will continuously train itself on the mission and culture of KIPP Aspire Academy. Above all else, assurance of ongoing continuity and commitment to KIPP's rigorous educational philosophy will be granted through KIPP Foundation's position as the sole member of the school's board.

In addition, as affiliates of the KIPP Foundation, KIPP Aspire Academy Board members will have the opportunity to attend national seminars sponsored by KIPP Foundation to share successful school, fundraising and governance strategies. In addition, Board members will oversee the development of evaluative criteria for the school, and will be the beneficiaries of

CHARTER CONTINGENCIES FOR GENERATION 9 APPLICANT

KIPP Foundation, Inc.

KIPP Aspire Academy

The following clarifications will be made in the final document submitted to the TEA:

TELEPHONE NUMBER should be as follows: 210.735.7300

FAX NUMBER should be as follows: 210.735.7305

MAXIMUM CLASS SIZE:

KIPP Aspire Academy plans to have 9 teachers for 180 students in year one and approximately 19 full time teachers for 360 students at full size as stated on page 46. The teacher to student ratio would be 1:20. This is the ratio of full time staff to the number of students.

Page 46 will be corrected to state that the teacher to student ratio will be 1:20.

The teacher to student ratio includes all staff members and all students and will be roughly 1:20, this. However, the maximum amount of students in one classroom will be 30 students. Therefore, the maximum class size will be 30 and will remain as stated on page 64.

OTHER**Personnel**

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Clarify goals

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Clarify what is meant by "Systems" on pg. 14

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Demonstrate understanding that TEA does not have the authority to approve the transfer of the charter as stated on page 36.

- The language regarding the transfer of the charter will be removed. Page 36 will be corrected to state, "KIPP Foundation will act as the founding coalition of KIPP Aspire Academy. The Board of KIPP Aspire Academy..."

a multi-day school assessment underwritten by KIPP Foundation and conducted by a premier British school inspection team.

APPLICATION

Describe the roles and responsibilities of the sponsoring entity and the board(s). If the governance structure includes more than one board, e.g., a school board that is separate from the board of the sponsoring entity, articulate the responsibilities assigned to each of the boards. Describe procedures designed to ensure that the board of the sponsoring entity is ultimately responsible for the school's compliance with the charter. Include a NOTARIZED biographical affidavit for each member of the sponsoring entity board and the governing school board if applicable. (See forms in APPENDIX V and include as ATTACHMENT 1.)

As the sponsoring entity, KIPP Foundation will always remain ultimately responsible for adherence to this charter and to Texas law in all school operations. KIPP Foundation will specify in a Memorandum of Understanding with KIPP Aspire Academy, Inc. that none of the duties, powers or functions set forth in Texas Administrative Code title 19, section 100.1033(c)(6) (C) or (D) can or will be delegated by the charter holder. KIPP Foundation will always have the right to inspect the school and its educational activities in order to ensure charter compliance, and will have a superior right of access to all reports and records related to these activities. As the charter holder, KIPP Foundation will retain final authority for, *inter alia*: (i) hearing or deciding employee grievances, citizen complaints or parental concerns; (ii) adopting or amending the school's budget or authorizing the expenditure of state funds or the use of public property; (iii) directing the disposition or safekeeping of public records; (iv) adopting policies to govern charter school operations; and (v) selecting, employing, directing, evaluating, renewing or non-renewing, terminating or setting the compensation for a CEO of the school.

Without encroaching upon any of the charter holder's non-delegable duties and powers, the KIPP Aspire Academy board of directors will work to:

- Ensure that the school adheres to this charter, as well as state and federal guidelines and all KIPP Aspire Academy policies;
- Hold the School Director accountable for the academic and fiscal responsibility of the school;
- Provide support to the school for additional fundraising, marketing and other services;
- Advocate on behalf of the school by working to establish partnerships with community organizations, institutes of higher learning, non-profit foundations and corporate entities that support education through noncommercial relationships;
- Serve as a sounding board for community interests and organizations.

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

Any individual or group may bring complaints or concerns to the school director of KIPP Aspire Academy for any reason. It is the school director's commitment to make KIPP Aspire Academy a safe, professional learning environment for all students and staff. Accordingly, the school director will work to quickly and fairly resolve conflicts.

If after presentation of the complaint to the school director, the individual or group determines that the school director has not adequately addressed the complaint, that individual or group may present the complaint to the KIPP Aspire Academy Board of Directors. Every effort will

be made to respectfully address the matter to the satisfaction of the individual or group who presented the complaint, and the KIPP Aspire Academy board shall, if necessary, direct the school director or other responsible party to act upon the complaint and report to the Board.

The board of directors of KIPP Foundation, as the charter holder, shall retain final authority for hearing and deciding citizen or parent complaints and concerns. Any such complaint that is addressed by the KIPP Aspire Academy board will be automatically reported to the KIPP Foundation board.

Identify the procedures developed to facilitate a productive relationship between administrators and teachers.

The Board of KIPP Aspire Academy will work closely with the school director, and guide his implementation of KIPP's Five Pillars. It is anticipated that a sub-committee of the Board will be formed to assist in teacher recruitment, as well as in identifying opportunities for teacher training and professional development. The Board will additionally oversee the formulation of evaluative criteria for the school, which will be utilized in the multi-day school inspection conducted by Cambridge Education Associates, Ltd (See Appendix A). Their detailed written report on school operations will include a complete assessment of teachers and administrators, which will be made available to the Board for its review and recommendations.

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

KIPP Aspire Academy will operate in accordance with the premise that teachers, parents and students must work together to provide a quality education. Parents are a vital part of this partnership, and the Commitment to Excellence (Please see Appendix B) sets forth the school's expectations of parents in supporting the educational mission of the school. KIPP Aspire Academy parents will also be encouraged to start and join a parent association.

KIPP Aspire Academy hopes to recruit parents to serve on its board of directors, and will further encourage parents to form a parental advisory committee to the school's governing board. The school will also work with parents to develop and adopt a set of parent involvement policies and strategies. Please See Appendix C for sample Parent Association guidelines.

As the ability to impact the life of the school is an important piece of helping students develop ownership of the school and of their learning, it is important to develop channels by which students can contribute to the life of the school. In the third and fourth years of the school, a student council will form to provide a structural conduit for student impact on the school. Up to and after the formation of the student council, the advisory will serve as a major means of gathering student feedback on issues regarding the school.

Specify the extent to which any private entity, including any management company, other nonprofit group, other governmental agency and/or any other educational organization will be involved in the operation of the charter school. Identify any members of the governing board or officers of the charter school who are affiliated with that entity.

The only entities that will be involved in school operations are the charter holder, KIPP Foundation, and KIPP Aspire Academy, Inc. The KIPP Foundation will be the sole member of

KIPP Aspire Academy, creating a subsidiary relationship that was specifically recommended by the Legal Services Division of the TEA. Both the KIPP Foundation and KIPP Aspire Academy are non-profit organizations, and KIPP Foundation has been granted federal tax exemption pursuant to Internal Revenue Code section 501(c)(3).

APPLICATION

The two entities do not share any members.

6. Human Resources Information (Scored by Review Committee)

School Officers - School officers are defined in TEC 12.1012. (See APPENDIX I.)

Provide a NOTARIZED biographical affidavit for each administrator of the school. (See forms in APPENDIX V and include as ATTACHMENT 1.) If staff members are not yet identified, these must be provided prior to the opening of school.

Explain the powers and duties of each administrator.

The role of the school director is to implement the KIPP Five Pillars in the operation of KIPP Aspire Academy, and to assure that the diverse components are functioning as designed and that the mission, goals and objectives of the school are being fulfilled. He is empowered to but not limited to the following responsibilities:

- Hire, terminate, manage and evaluate all instructional and non-instructional staff;
- Design the academic program;
- Coordinate student and teacher programming, including curriculum development;
- Manage everyday operations including crisis management and life safety compliance;
- Maintain school financial records;
- Sign, or co-sign all school checks; and
- Serve as the lead person for cultivating community partnerships.

The School Director will be responsible for ensuring that overall curricular policy remains faithful to the school's mission. The School Director will implement that policy and develop and maintain, with input from teachers, a cohesive fifth through eighth grade curriculum. The School Director will also be responsible for implementation of the TEKS and for working with parents and teachers to provide differentiation where necessary to meet the needs of students not achieving expectations.

Who will be the school's Chief Executive Officer (CEO)?

Mark Wesley Larson will serve as founding director, school leader and CEO of KIPP Aspire Academy. Mark is currently a Fisher Fellow with the KIPP School Leadership Program. The rigorous one-year fellowship includes the Summer Leadership Institute, residencies at high performing KIPP School Leadership schools, and an on-site school preparation period. The Fellowship is designed to equip the new School Leader with the necessary skills to open an operationally sound and academically rigorous school.

The Leadership Institute is an intensive summer training course affiliated with the Haas School of Business at the University of California, Berkeley. It introduces Fellows to the essential components of organizational and academic leadership that are most relevant to starting and running successful schools. The residencies immerse Fellows in the culture and activities of several KIPP School Leadership schools in order to prepare them to start and lead their own KIPP-inspired schools. On-site school preparation is the critical six-month period when Fellows go to the communities where they will establish their schools.

Prior to his taking part in the fellowship, Mark completed his Master of Education in School Administration at Trinity University in San Antonio. As a part of this program, Mark participated in two semester long internships with accomplished administrators in both middle school and high school.

He taught math and science at the International School of the Americas, a school of choice in the North East Independent School District, for five years. During his time at the school, he served on the Campus Improvement Committee and regularly led faculty professional development. He was a co-author of the NEISD Science Standards, correlating them with available resources and opportunities for interdisciplinary connections, so that they would be more accessible to teachers in the district.

Mark entered teaching through Trinity University's Master of Arts in Teaching program, from which he graduated in 1998. After building up a reputation as a strong teacher, he was asked to serve as a Mentor Teacher for later Masters candidates in the same program, which he did for two years. Mark has continued his relationship with Trinity University and is a regular lecturer and panelist for classes in the Education Department.

During his time at the International School of the Americas (ISA), Mark co-founded the first City Heroes group in the country as an offshoot of City Year. The program at ISA grew to involve more than 100 students (approximately a quarter of the students at the school) and was soon taken to other schools in the area. The City Heroes program now involves more than 1,000 students in the San Antonio area and is a model that is being taken nationwide.

Mark has participated in the activities of both the local and the global community for years. Through their church, San Juan de los Lagos, he and his wife have taught religious education to ninth graders in the community. Continuing to use their Spanish, they have spent the last three summers in Mexico City, working with a children's nursery in a poverty-stricken barrio and working with the gang members on the streets to help them develop job skills and find employment.

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

Mark Larson has earned a Masters of Arts in Teaching and a Masters of School Administration, both from Trinity University. As a part of the Masters in School Administration, Mark completed two 120-hour internships in administrative roles in local public middle schools and high schools. Responsibilities in these roles included budget management, individual teacher development, whole faculty professional development, student discipline, work on the school improvement plan, service on the Campus Improvement Committee and curriculum development.

Describe the chain of command. Include organizational chart (ATTACHMENT 2).

APPLICATION

During at least the early years of KIPP Aspire Academy, the chain of command at KIPP Aspire Academy will be simply KIPP Foundation (charter holder) to KIPP Aspire Academy, Inc. (some delegated responsibilities) to School Director to School Communities (Parents, Students, Employees, Community).

What criteria will the charter holder use to choose school officers?

KIPP Aspire Academy's school director will be selected through a rigorous selection process aimed toward participation in the KIPP School Leadership Program. KIPP School Leaders are chosen for their outstanding educational leadership qualities, including:

A Strong and Experienced Teacher: A minimum of two years teaching experience in grades K-12 in the United States is required. A minimum of a BA/BS is required. A candidate must be able to demonstrate the academic progress made by his/her students.

Constant Learner: An educator who seeks ways to improve and evaluate his/her own teaching and acquires knowledge that enhances his/her personal and professional development.

Self-awareness: An educator who is perceptive about how others regard him/her and knows how to treat students, parents, colleagues and others. Reflects deeply on his/her own strengths and weaknesses and has the ability to assess realistically.

Dedicated: An educator who goes above and beyond what is normally required to ensure that his/her students achieve academic success. Committed to the community he/she serves through academic, social and extracurricular activities.

Effective Communicator: An educator who possesses excellent oral and written communication skills. Demonstrates strong interpersonal skills when interacting with students, parents, colleagues, and others.

Faces Challenges: An educator who understands the challenges associated with an underserved student population and possesses an unwavering determination to do whatever it takes to help children succeed.

Leadership: An educator who demonstrates the ability to lead students and other professionals. Demonstrates problem-solving abilities, intelligent risk-taking abilities, integrity, confidence, respect and humility. Inspires and motivates children and adults.

Multi-tasks: An educator who demonstrates the ability to prioritize, execute many responsibilities simultaneously and pay close attention to detail.

Visionary: An educator who possesses a powerful vision of a high-achieving public school based on KIPP's Five Pillars and has the ability to execute strategies to realize that vision.

Provide a complete job description for the CEO, and other school officers, including school academic director and the person to manage finances.

APPLICATION

KIPP Aspire Academy's CEO will be the School Director. The School Director is responsible for the overall administration and management of KIPP Aspire Academy, including academic programs, fund-raising and business operations. Areas of responsibility include planning and evaluation, policy development and administration, personnel and fiscal management, and public relations. This is a full-time position directly accountable to KIPP Foundation and the board of directors through its elected board chair. The school director will ensure that the school pursues the mission and upholds the Five Pillars.

Roles and Responsibilities

1. Student Performance Results
 - Set standards for student achievement
 - Work with Teachers to continually assess and evaluate teaching performance and student results
 - Work with parents to achieve maximum involvement in order to ensure student performance
2. Site Management and Administration
 - Develop organizational goals and objectives consistent with the mission and vision of KIPP Aspire Academy
 - Oversee all programs, services and activities to ensure that program objectives are met
 - Ensure compliance with funding sources and regulatory requirements with the state chartering entity
 - Provide information for evaluation of the organization's activities
 - Manage student recruitment and enrollment process
 - Ensure a safe and orderly environment
 - Lead teachers in developing a culture in line with the mission and values of the school
3. Instructional Manager
 - Manage teaching team
 - Provide instructional leadership in advancing proven teaching and learning practices
 - Observe classes regularly
 - Lead data-driven discussions about student performance
 - Develop long and short term plans for individual teachers to address deficits and build on strengths of teaching strategies
 - Establish a culture of professionalism among staff
 - Support the development of a network of student support systems
 - Monitor progress of all students
 - Ensure that continuous improvement processes address the achievement of all students
 - Ensure ongoing communication with student families regarding academic progress
 - Supervise and mentor all teachers (especially new teachers)
 - Assist in the evaluation of teaching team
4. Fiscal
 - Approve and manage expenditures
5. Personnel

- Recruit, select and hire school staff, including teachers and school-based support staff
- Continually monitor progress on all measures of school and staff performance
- Administer board-approved personnel policies
- Ensure proper (legal) hiring and termination procedures
- Oversee any and all disciplinary actions
- Provide for adequate supervision, training and evaluation of all staff and volunteers
- Communicate the vision that supports the school's goals and values
- Create an effective team of people jointly responsible for the attainment of school goals and committed to achieving excellence

APPLICATION

6. Board Relations

- Establish and maintain close working relationship with the Board
- Assist the board chair in planning the agenda and materials for board meetings
- Initiate and assist in developing policy recommendations and in setting priorities
- Work with the board to raise funds from the community

7. Public Relations

- Complete and publicly present the annual school progress report
- Serve as chief liaison with specific community groups
- Ensure appropriate representation of KIPP Aspire Academy by all employees
- Coordinate representation of KIPP Aspire Academy to legislative bodies and other groups

As the school grows, KIPP Aspire Academy will hire a Business Manager to manage the schools finances. The KIPP Aspire Academy Business Manager is expected to have an interactive role with the students. The Business Manager will be responsible, like the teachers, for making him/herself available to the needs of the students at all times.

Beyond working with students, the Business Manager will work closely with the school director in community relations. The Business Manager will help present fiduciary information to the Board of Directors. The Business Manager will also be critical in the dissemination of mandatory test and school results to both the state and the community. The KIPP Aspire Business Manager will help the school director serve as a community liaison. Often, the Business Manager will be a representative of the school when the school director is unavailable.

Key Qualities:

- Works well in and contributes to teams
- Works hard and is dedicated
- Constantly strives for excellence
- Has a passion for teaching children
- Believes that all children can and will learn
- Curious and hungry for knowledge
- Constantly reflecting and improving
- Possesses a high degree of integrity
- Knowledgeable in finances and budgets
- Effective communicator
- Highly organized and efficient
- Responsible

Job Summary: The Business Manager would be responsible for all matters for KIPP Aspire Academy related to fiscal and administrative procedures including all aspects of accounting, financial reporting, state and federal reporting, and risk management.

APPLICATION

Specific Responsibilities:

- Responsible for financial document record keeping
- Manage accounts payable, accounts receivable, fixed assets, and accounting data entry for the School, working in conjunction with office manager and potentially an external accounting firm
- Responsible for preparation of monthly bank account reconciliations and journal entries as well as cash management and cash forecasting
- Responsible for the annual budgeting process
- Prepare financial reports for the Board of Directors and external auditors
- Responsible for State and Federal reporting
- Analyze comparative monthly financial reports both to prior year and budget
- Manage donor transactions as relating to gift receipting, stock transactions, donor invoicing and donor reporting
- Oversee preparation for all federal, state and local tax forms as required including form 990, form 990-T, 1099's, state sales tax and ensure compliance with the federal substantiation and disclosure legislation for charitable gifts
- Serve as the staff support and liaison for organizational audits as performed by annual external auditors and IRS examiners
- Review and approve (per by-law) all corporate contracts for tax consequences and their impact on budget including corporate insurance contracts, employee contracts, vendor contracts, etc.
- Review and manage all vendors including preparation of Requests for Proposal (RFPs) and regular oversight of relationship.
- Monitor financial activities in accordance with corporate policies and bylaws.

How will administrative personnel be evaluated?

The School Director will be evaluated annually by several entities to ensure he is effectively and efficiently leading the school. First, the charter holding entity, KIPP Foundation, will evaluate him. This board will provide the School Director with a written performance evaluation the protocol for which has yet to be developed, but which will include financial stewardship and student academic performance. Secondly, the board of KIPP Aspire Academy, Inc. will evaluate the school director. The protocol for this evaluation will include operational effectiveness and communication skills, as well as financial stewardship and student performance elements. Lastly, after the second and fourth years of the school, KIPP Foundation will cause, and bear the cost of, a school inspection by a team of British school inspectors, a critical element of which will be an evaluation of the effectiveness of the leadership of the school's director.

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

Administrative salaries will be commensurate with the two closest school districts based on school description and the roles of the administrator. An additional stipend or percentage increase will be added if appropriate to compensate for extra time. Administrators will receive medical and dental coverage and will have the opportunity to participate in a 401(k). All administrators will participate in TRS.

APPLICATION

Teachers and Other Instructional Staff

Include a description of the qualifications to be required for all classroom teachers and other instructional staff. Explain the process for providing the parent or guardian of each student enrolled in the school written notice of the qualifications of each teacher employed by the school as required in TEC 12.130.

Qualities Necessary of Every Teacher:

- Must learn, continue learning, and support the learning of others
- Demonstrated above and beyond commitment to growth and learning of all students
- Hard work
- Team work
- Competent with discipline
- Respectful
- Detail-oriented
- High standards
- Committed to professional growth as an educator
- Energetic

SpEd:
Add "b" to page 45

Experience Necessary

- Teacher certification
- Minimum of bachelor degree
- Experience working with low-income populations

Qualifications Preferred:

- Certified in Texas
- Masters in Education/Teaching or content area
- Facility in Spanish
- Two years teaching experience

In addition, all KIPP Aspire Academy faculty will commit to:

- Abide by federal, state and local laws;
- Maintain a professional relationship with all students;
- Refrain from the abuse of alcohol or drugs during the course of professional practice;
- Exemplify honor and integrity in the course of professional practice, particularly in the use of public funds and property;

CHARTER CONTINGENCIES FOR GENERATION 9 APPLICANT

KIPP Foundation, Inc.

KIPP Aspire Academy

Special Education Division

The following clarifications will be made in the final document submitted to the TEA:

Section 3 Student Goals, page 10

Concern

There is no mention of the SDAA and the LDAA for students with disabilities who are exempted from the TAKS and the SDAA. It is unclear how results for students with disabilities who are exempted from the TAKS and the school's standardized test will be included in the school's performance measures.

Contingencies A

- Provide clarification regarding the SDAA and LDAA and how the school will include students with disabilities who are exempt from the TAKS and/or the school's standardized test into measures of school-wide performance.

Response:

For each student receiving special education services, an ARD committee will meet to determine the appropriate state assessment. The ARD committee may decide that the appropriate assessment is an SDAA, in subjects and grade levels where they are available, or an LDAA if an SDAA is not available.

According to new AEIS processes, the performance evaluation of every school takes in to account the performance of every subgroup, including special education students. KIPP Aspire Academy will use the same processes in evaluating our own performance.

Section 6 Human Resource, page 39

Concern

It is not clear that the charter includes in its policies that all special education and related services will be provided by personnel who are appropriately certified or licensed in the area of assignment.

Contingencies A

- Provide an assurance that school policy will reflect that all special education and related services personnel will be certified, endorsed, or licensed in the area of assignment.

b { The following statement will be added to the teacher qualifications section "All special education and related services and all bilingual education will be provided by personnel who are appropriately certified or licensed in the area of assignment."

- Comply with state, federal and local laws regarding the confidentiality of student records;
- Fulfill the terms and obligations detailed in the KIPP Aspire Academy charter and contract;
- File necessary reports of child abuse;
- Maintain a high level of professional conduct; and
- Adhere to the Commitment to Excellence Form.

APPLICATION

During recruitment for parents and students, teacher qualification will be discussed and parents will be informed of the intent of KIPP Aspire Academy to have the best teachers possible. This might mean some teachers have state certification and some may not.

Meetings will be held before school starts to introduce parents to the school and its staff. In these meetings, teachers will be introduced to parents and students with a description of the teachers' backgrounds, qualifications and areas of expertise.

Short biographies of each of the teachers at KIPP Aspire Academy will be included in the first newsletter to parents that goes home at the beginning of each year. These biographies will include the teacher's qualifications. These biographies will also be available on the school's website.

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

During the first year of operation, KIPP Aspire Academy plans to employ nine full-time teachers, one School Director and an office manager. It should be noted that during the first year of operation, the School Director may also be teaching. KIPP Aspire Academy will hire more full-time teachers and administrative staff as the school grows.

At full capacity, KIPP Aspire Academy plans to have 19 full time teachers. There will be approximately four teachers per grade level. KIPP Aspire Academy also intends to have administrative staff such as a business manager, and a high school entrance counselor.

KIPP Aspire Academy will initially open with approximately 180 students in the fifth and sixth grades. Each year thereafter, one grade level will be added as a new class of fifth graders is admitted. By 2006, KIPP Aspire Academy will serve grades five through eight and will enroll no more than 360 students. KIPP Aspire Academy anticipates having a ~~20:1~~ student-to-teacher ratio.

Identify the proposed faculty and staff if possible.

No faculty or staff members have been identified at the time of this submission. Once they have been identified, information about faculty and staff members will be provided to the TEA prior to the opening of school, if requested.

Describe salary range and benefits for teachers, other instructional staff, and school officers.

To calculate a teacher's salary, KIPP Aspire Academy will take the average of the salaries of the two closest districts for a teacher matching the specific qualifications and then add 20% to their salary. Teachers will receive medical and dental coverage and will have the opportunity to participate in a 401(k). All teachers will participate in TRS. School officers and other

CHARTER CONTINGENCIES FOR GENERATION 9 APPLICANT

KIPP Foundation, Inc.

KIPP Aspire Academy

The following clarifications will be made in the final document submitted to the TEA:

TELEPHONE NUMBER should be as follows: 210.735.7300

FAX NUMBER should be as follows: 210.735.7305

MAXIMUM CLASS SIZE:

KIPP Aspire Academy plans to have 9 teachers for 180 students in year one and approximately 19 full time teachers for 360 students at full size as stated on page 46. The teacher to student ratio would be 1:20. This is the ratio of full time staff to the number of students.

Page 46 will be corrected to state that the teacher to student ratio will be 1:20.

The teacher to student ratio includes all staff members and all students and will be roughly 1:20, this. However, the maximum amount of students in one classroom will be 30 students. Therefore, the maximum class size will be 30 and will remain as stated on page 64.

OTHER**Personnel**

- Clarify employment policy as discussed on p. 48 that states that teachers will serve as "at-will" employees, but will serve for at least 2 years.
 - Teachers at KIPP Aspire Academy will serve as at-will employees and will not be required to serve for two years. The language will be changed to state that teachers will serve as "at-will" employees and will ideally serve for at least 2 years.
- Clarify meaning of statement on p. 49 that states that one of the responsibilities of the office manager will be: "Receipts income from students and parents of the school."
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Clarify school hours

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- Page 8 will be corrected to state that summer school will be three weeks long.

Clarify goals

- Page 11, Goal 1, C refers to year three and will be corrected.
- Page 12, Goal 7, C will be corrected to read year three.

Clarify what is meant by "Systems" on pg. 14

The term "Systems" refers to the way that the school handles various items such as registration, checking homework, running Advisory, running lunch and the lunch count.

Demonstrate understanding that TEA does not have the authority to approve the transfer of the charter as stated on page 36.

- The language regarding the transfer of the charter will be removed. Page 36 will be corrected to state, "KIPP Foundation will act as the founding coalition of KIPP Aspire Academy. The Board of KIPP Aspire Academy..."

instructional staff will receive a salary commensurate with the two closest school districts with an additional stipend for the extra time if this is applicable.

APPLICATION

Explain the method that will be used to evaluate teachers and other instructional staff.

The School Director will be responsible for evaluating all teachers and support staff. School staff evaluation will include input from administration, peers, and parents/guardians. The School Director may contract for services with a part-time, qualified, credentialed evaluation consultant to observe teachers in the classroom in order to determine their effectiveness as facilitators of learning, and their ability to reach children using various modalities. The KIPP Foundation staff is also available for teacher training and observations. A critical part of teacher evaluation and retention will be based on performance outcomes, measuring students' achievement and the teacher's implementation of the curriculum. A performance agreement will be developed with each teacher prior to the school year. The annual performance assessment will be based on those standards.

KIPP Aspire Academy will establish clearly defined criteria for performance review that include:

- Commitment to KIPP Aspire Academy's mission and goals;
- Successful implementation of the curriculum and educational philosophy;
- High level of professionalism;
- High level of accomplishment; and
- Effective participation in KIPP Aspire Academy's staff "team".

Tools to be used in the evaluation process will include:

- Written evaluations based on classroom observations;
- Self-evaluation completed by teacher being evaluated;
- Student performance on major assessments; and
- Feedback from parents.

Those teachers failing to adhere to the guidelines outlined above and in the Commitment to Excellence form, and/or failing to meet the specifications of the evaluation plan, will be subject to dismissal at the request of the School Director.

Provide complete job descriptions of all charter school teachers and instructional staff.

Teachers are responsible for being high-quality, innovative, rigorous, and effective educators, committed to every student learning and making no excuses about a student's educational history or demographic background. They must act on the belief that there are no shortcuts to success and that a community of exceptional teachers will positively impact a student's life in unending ways. They must have the drive, initiative and flexibility to be part of a team creating a new educational experience for historically underserved students.

Roles and Responsibilities

Including, but not limited to the following:

APPLICATION

- Teach as a _____ Teacher
- Assist in development of curriculum standards and mapping
- Collaborate with teaching team to develop and refine curriculum
- Develop and implement year-long curriculum and daily lesson plans
- Seek outside expertise in developing curriculum
- Maintain and enrich experience in subject area
- Coordinate with other teachers as appropriate to maximize interdisciplinary learning
- Integrate technology when appropriate
- Guide the general development and meet the individual needs of all students
- Lead a daily advisory for 12-14 students, curriculum provided
- Evaluate student progress and communicate with parents regularly
- Participate in the life of the school by teaching, planning and meeting from 7:30 to 5:00 on weekdays, from 9:00 to 1:30 two Saturdays a month and from 9:00 to 1:30 four weeks in the summer.
- Teach non-core courses and cover classes as needed
- Plan and implement co-curricular and extracurricular activities for students
- Organize and conduct school functions and field trips, both in and out of state
- Engage in effective and appropriate classroom management consistent with other teachers
- Prepare for, participate in, and present at faculty meetings, team planning meetings, school committees and professional development
- Participate in the daily functioning of the school – morning, lunch and afternoon supervisory duties, student reports and records, attendance records, equipment requests and plans for substitute teachers
- Be available by school-provided cell phone outside of the regular school day
- Maintain a neat, clean classroom environment and a professional personal appearance
- ~~• Serve as an at-will employee~~
- ~~• Serve at the school for at least two years~~
- ~~• Submit to criminal background check~~

PEIMS Coordinator, Student Attendance Staff, and Other Staff

Describe required qualifications and experience of the Public Education Information Management System (PEIMS) coordinator, student attendance staff, and other staff.

During its first year of operation, the school leader will serve as the school's PEIMS coordinator and will be trained in PEIMS reporting. All subsequent PEIMS administrators will have training as well. Should an office staff member be hired to fill this responsibility, every effort will be made to hire a person with specific experience in the Texas PEIMS system.

Office Manager

Title: Office Manager
Position Reports to: School Director
Supervises: May potentially supervise Administrative Assistant, Part-time Office Staff and Volunteers

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CHARTER CONTIGENCIES FOR GENERATION 9 APPLICANT

KIPP Foundation, Inc.

KIPP Aspire Academy

The following clarifications will be made in the final document submitted to the TEA:

TELEPHONE NUMBER should be as follows: 210.735.7300

FAX NUMBER should be as follows: 210.735.7305

MAXIMUM CLASS SIZE:

KIPP Aspire Academy plans to have 9 teachers for 180 students in year one and approximately 19 full time teachers for 360 students at full size as stated on page 46. The teacher to student ratio would be 1:20. This is the ratio of full time staff to the number of students.

Page 46 will be corrected to state that the teacher to student ratio will be 1:20.

The teacher to student ratio includes all staff members and all students and will be roughly 1:20, this. However, the maximum amount of students in one classroom will be 30 students. Therefore, the maximum class size will be 30 and will remain as stated on page 64.

OTHER**Personnel**

- Clarify employment policy as discussed on p. 48 that states that teachers will serve as "at-will" employees, but will serve for at least 2 years.
 - Teachers at KIPP Aspire Academy will serve as at-will employees and will not be required to serve for two years. The language will be changed to state that teachers will serve as "at-will" employees and will ideally serve for at least 2 years.
- Clarify meaning of statement on p. 49 that states that one of the responsibilities of the office manager will be: "Receipts income from students and parents of the school."
 - The above statement on page 49 will be taken out of the document.

Clarify school hours

- Page 7 will be corrected to state that Saturday school will be 4 and one half hours.
- Page 8 will be corrected to state that summer school will be three weeks long.

Clarify goals

- Page 11, Goal 1, C refers to year three and will be corrected.
- Page 12, Goal 7, C will be corrected to read year three.

Clarify what is meant by "Systems" on pg. 14

The term "Systems" refers to the way that the school handles various items such as registration, checking homework, running Advisory, running lunch and the lunch count.

Demonstrate understanding that TEA does not have the authority to approve the transfer of the charter as stated on page 36.

- The language regarding the transfer of the charter will be removed. Page 36 will be corrected to state, "KIPP Foundation will act as the founding coalition of KIPP Aspire Academy. The Board of KIPP Aspire Academy..."

Position:**APPLICATION**

This full-time position is under the supervision of the School Director. The Office Manager will provide supervision of all office staff, coordinate and monitor all office functions, monitor specific projects from start to conclusion and ensure that the office of the school effectively serves students, parents and staff.

Experience:

The Office Manager should have prior supervisory experience, familiarity with basic accounting principles, be a proficient typist who is experienced with Microsoft Excel and Microsoft Word, excellent communication skills (written and oral), be detail-oriented and have strong organizational skills. Additionally, the Office Manager should be a creative and independent thinker who is able to efficiently work independently or in cooperation with others. Oral and written proficiency in English and Spanish is a plus.

Job Responsibilities:

- Supervise all office functions and office staff; monitor performance of all office staff with respect to job descriptions
- Monitor all business functions of the school in conjunction with the KIPP Aspire Business Department, School Director and Board of Director's Finance Committee
- Monitor school activities with respect to their deadlines (monthly summaries, student attendance, compliance, etc.)
- Ensure confidentiality and security of office space, student files and all information pertaining to students, parents and staff
- Maintain student files in accordance with audit guidelines
- Monitor the collection of fees, payment of bills and delinquent accounts
- Ensure accuracy of daily attendance records, daily phone calls for absences and tardies
- Monitor all documentation for the following: school lunch program, physical examinations, records verification of incoming students, transcripts for current and transfer students
- Direct phone callers and guests properly, give routine information to individuals with inquiries about the school.
- Schedule and confirm appointments with the School Director, as well as advisors when asked
- Organize, secure and maintain reception area
- Responsible for typing material, composing letters, completing correspondence, etc. as assigned by the School Director
- ~~Receipts income from students and parents of the school~~
- Maintain daily attendance/absences records in conjunction with Advisors; responsible for daily phone calls to parents of absent students; responsible for providing documentation for follow-up between parent-advisor-student for chronic truants
- Create and produce school's monthly calendar of activities
- Schedule, and sometimes assume, coverage of classes when teachers are absent
- Other duties as assigned by the School Director

CHARTER CONTINGENCIES FOR GENERATION 9 APPLICANT

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KIPP Aspire Academy

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Demonstrate understanding that TEA does not have the authority to approve the transfer of the charter as stated on page 36.

- The language regarding the transfer of the charter will be removed. Page 36 will be corrected to state, "KIPP Foundation will act as the founding coalition of KIPP Aspire Academy. The Board of KIPP Aspire Academy..."

Minimum Qualifications:

APPLICATION

- Previous secretarial experience (Office Manager experience a plus)
- Possess initiative: ability to monitor and organize workload and prioritize demands to meet deadlines
- Ability to use Windows 98, Microsoft Word and Excel
- Experience in proper office procedures such as filing, answering telephone professionally, photocopying, greeting all visitors and handling sensitive information with confidentiality
- Ability to compose and edit correspondence, newsletters, memos, etc.
- Ability to work under pressure and willingness to assume a variety of assignments
- Ability to work independently and under the direction of others.
- Ability to work happily with children, young adults and parents of all nationalities
- Ability to communicate with members of the staff, student body, parent network and community at large
- Ability to handle and file records in an organized and logical manner
- Ability to organize workload and prioritize demands to meet deadlines

Additional Requirements:

- Be in attendance every day except in the case of emergency or serious illness
- Be on time for work every day
- Dress professionally at all times
- Maintain an appropriate, professional relationship with students; refrain from personal relationships with any student
- Pass criminal background check as required by law
- Take vacation only during summer months or on school holidays

Describe evaluation methods for the PEIMS coordinator, student attendance staff and other staff.

During its first year of operation, the principal will serve as the school's PEIMS coordinator. The principal will be evaluated as described in the administrator evaluation section of this charter.

Provide salary schedules for school officers, teachers, and other instructional staff (ATTACHMENT 3).

Please see Attachment 3.

7. School Officer Accountability (Scored by Review Committee)

Describe in detail how school officers will be held accountable for:

- student and school performance
- management and administrative practices
- student attendance accounting reporting requirements
- compliance with generally accepted accounting principles and generally accepted standards of fiscal management

- financial accounting reporting requirements, including grant-reporting requirements
- PEIMS reporting requirements
- other TEA reporting requirements

APPLICATION

The Board of Directors specifically holds the school director accountable for overseeing all aspects of school operation. As all school employees are "at will" employees, the successful completion of these and other tasks directly affect the school director's annual evaluation by the Board thereby affecting compensation ranges and even continued employment status.

The Board of Directors will review student and school performance annually based on TAKS and Stanford 10 results, as well as AEIS reports. Management and administrative practices will be reviewed annually by the Board of Directors through direct observations and input from various school communities.

The Board will use the information received from the annual audit to assess the performance of the school director in reference to compliance with generally accepted accounting principles and generally accepted standards of fiscal management. In addition, the Board of Directors will review financial reports prepared by the school director at monthly Finance Committee Meetings. The status of PEIMS reporting, student attendance accounting reporting, and TEA reporting requirements will be reviewed by the Board of Directors based on a review from all correspondence from TEA in reference to these matters.

The Board of Directors will utilize the Commissioner-Recommended Student Performance Domain/Superintendent Appraisal Worksheets to insure the school director is held directly accountable for student performance.

Regular presentations to the charter holder's Board of Directors by the school's director on these elements will help clarify these tasks to the board members as well as show administrative attention to the tasks.

**Application Sections to be Reviewed
By
Texas Education Agency**

8. Evidence of eligibility of sponsoring entity (Reviewed by TEA)

APPLICATION

Describe the sponsoring entity.

The KIPP Foundation is a national, non-profit organization whose mission, like that of KIPP Aspire Academy, is to provide educationally underserved students with the knowledge, skills and character needed to succeed in top quality high schools, colleges and the competitive world beyond. The KIPP Foundation achieves its mission by training and supporting school leaders to open and run high-performing public middle schools based on KIPP's Five Pillars. KIPP provides this training and support through the KIPP School Leadership Program (See Appendix D).

Schools require strong, capable leaders to be effective. Far too few educators have had the opportunity to carefully develop the leadership skills they need to start and manage effective schools. The KIPP School Leadership Program is a three year program that provides intensive training and highly individualized support in the following areas: Organizational Leadership and Culture, Academic Leadership, Operations Management and Community Development. The first year is a full-time leadership-training program called the Fisher Fellowship. The second and third years of the program provide support and services for School Leaders after they have opened their school.

From the outset, KIPP selects outstanding educators to participate in its highly competitive KIPP School Leadership Program. All KIPP School Leaders must hold a bachelor's degree and have at least two years of K-12 classroom teaching experience. Characteristics of an ideal KIPP School leader include: being a relentless achiever, demonstrating potential for instructional leadership, being self-aware, respectful of others, able to prioritize, remain flexible and inspire others. The recruitment process attracts high-performing teachers, Teach For America alumni/ae, Inner City Teaching Corps alumni/ae and business and education graduate school students from universities throughout the country. The KIPP Foundation received more than 400 applications and selected 20 outstanding leaders to participate in this year's KIPP School Leadership Program.

Each Fisher Fellow must complete an intensive year of management and academic training. This initial year involves both a rigorous six-week Leadership Institute hosted by the University of California Berkeley's Haas School of Business and three separate residencies involving hands-on training in key roles at exemplary KIPP Schools and other high-performing public schools throughout the country.

While they are working through this rigorous training program, Fisher Fellows are supported by many staff members at the KIPP Foundation who help make their schools a reality. Trailblazers help develop relationships with the charter authorizer, find facilities and establish local community and philanthropic support. Leadership Guides are experienced school leaders who mentor, coach, and advise the Fellows throughout the duration of the KIPP School leadership Program. KIPP's Operations Management team, Facilities team, Academic team, and School Culture team also work to support the Fellows in the creation of their school.

During the critical first two years of new school operations, it is essential to establish a strong school culture and obtain outstanding academic results. Even after successfully opening their

schools, KIPP School Leaders face new challenges as their schools double in size during their second year. During these first two years of school operation, KIPP School Leaders receive ongoing, individualized support from KIPP's academic services team and Leadership Guides, punctuated by a series of training conferences. Ongoing training, support, and evaluation by KIPP staff during these first two years of operation ensures that new KIPP schools develop successful programs according to their school's mission.

Continuing beyond the formal three-year KIPP School Leadership Program, KIPP will provide ongoing commitment to and support of KIPP Aspire Academy will take multiple forms. As a member of the family of KIPP Schools, KIPP Aspire Academy will have access to curricular and instructional best practices from leading educators that are updated to comply with changes in state and national standards. The KIPP Foundation will also provide consulting services to support KIPP Aspire Academy's business operations, academic and community outreach programs. Support services include such issues as financial planning, real estate management, vendor management, collection and assessment of data, staff professional development and School Leader development.

In addition, the KIPP Foundation will provide substantial support through its access to significant private and public grants. To date, relationships with the Walton and Challenge Foundations has yielded an average of \$200,000 in awards to each of the KIPP schools. In addition, the KIPP Foundation was recently awarded a \$3.5 million grant from the federal Department of Education for the support of KIPP Schools' extended day program.

The KIPP Foundation has a sustained and significant commitment to KIPP Aspire Academy. In addition to these state and national resources, KIPP Aspire Academy will establish strong local partnerships at a grassroots level within the local community. By tapping into the extensive network of resources throughout San Antonio, as well as accessing the resources of the proven KIPP organization, KIPP Aspire Academy will operate as a homegrown and community-supported public school based upon an established model of success.

Include the following as ATTACHMENTS:

- **501(c)(3) determination letter from IRS (ATTACHMENT 4) OR A STATEMENT THAT THIS IS NOT REQUIRED BECAUSE THE SPONSORING ENTITY IS AN INSTITUTION OF HIGHER EDUCATION OR A GOVERNMENTAL ENTITY. The 501(c)(3) letter must be in the name of a secular entity.**
- **Articles of incorporation of sponsoring entity (ATTACHMENT 5) OR COMPARABLE DOCUMENTS IF THE SPONSORING ENTITY IS AN INSTITUTION OF HIGHER EDUCATION OR A GOVERNMENTAL ENTITY**
- **Bylaws of sponsoring entity (ATTACHMENT 6) OR COMPARABLE DOCUMENTS IF THE SPONSORING ENTITY IS AN INSTITUTION OF HIGHER EDUCATION OR A GOVERNMENTAL ENTITY**
- **Certificate of Incorporation (ATTACHMENT 7) This is a state document from the office of the Secretary of State.**

Describe the history of the sponsoring entity.

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The Knowledge Is Power Program (KIPP) grew out of the efforts of two young teachers, Michael Feinberg and David Levin. The two created KIPP Academies in Houston, TX, and the South Bronx, NY based on a simple premise: **there are no shortcuts** to ensuring that students succeed inside and outside the classroom. The remarkable success of these two pilot schools led to the creation of the KIPP Foundation, a national, non-profit organization whose mission is to train and support outstanding educators to start high-performing upper-elementary and middle schools across the country.

KIPP Aspire Academy is modeled after the fifteen highly successful KIPP schools that are in operation in inner-city neighborhoods of Houston, TX, the South Bronx, Southeast Washington, D.C., Newark, NJ, Baltimore, MD, Asheville, NC, Atlanta, GA, Oklahoma City, OK, Memphis, TN, Denver, CO, Austin, TX, Oakland, CA and in rural Gaston, NC and Helena, AR. By outperforming not only neighborhood schools, but also most of the elite schools in their respective cities, the existing KIPP schools have proven that KIPP's educational vision can be implemented with tremendous success.

At KIPP Academy Houston, 97% of fifth graders passed the reading portion of the 2001 Texas Assessment of Academic Skills (TAAS), while in all other areas and grade levels, they achieved a 100% passing rate. KIPP Academy Bronx now ranks in the top 10% in New York City for achievement in both reading and math. The students at KIPP DC KEY Academy showed a first year increase in the Stanford 9 test of 22 percentage points. After one year at KIPP Gaston College Preparatory, 93% of the students passed the reading section of the state tests, compared to only a 57% passing rate before entering the school. And at KIPP 3D Academy in Houston, 80% of the students passed the TAAS reading portion, compared to 57% before entering the school; 94% passed TAAS math, compared with 64% prior to enrolling at KIPP 3D Academy.

While 95% of KIPP's students are from minority groups and 85% receive free meals through the federal school lunch program, KIPP makes no excuses based on race, gender, socioeconomic status or disability. KIPP schools have been extremely successful at helping students gain entrance to top public and private high schools that have a proven track record of college matriculation. Last year, eighth grade KIPP students earned more than \$4 million in high school scholarships.

Discuss the financial history of the entity. Include a credit report (ATTACHMENT

8). If a credit report is not available, be sure to provide the explanation as the attachment. Include the most recent IRS filing (ATTACHMENT 9). If an IRS filing is not available, be sure to provide the explanation as the ATTACHMENT. Disclose and discuss any liens, litigation history, and/or any sanctions from any state regulatory agency.

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

Since its creation in April of 2000, KIPP Foundation has had strong financial backing from its donor base. Since inception, donors have contributed and pledged more than 25 million dollars in financial support to the KIPP Foundation. Additionally the future donor commitments are strong with several multi-year pledges from the KIPP Foundation donor

base. The creditworthiness of KIPP Foundation has been strong since its inception. With a D & B paydex score of 80, KIPP Foundation has been classified as low risk because of D & B's overall assessment of the company's financial, payment and financial history information.

A check of D & B's public records database indicates that no filings were found for KIPP Foundation. D & B's extensive database of public record information is updated daily to ensure timely reporting and additions. It includes business-related suites, liens, judgments, bankruptcies, UCC financing statements and business registrations from every state and the District of Columbia, as well as select filing types from Puerto Rico and the U.S. Virgin Islands. Additionally in KIPP Foundation's annual audit for the period ending June 30, 2002, the opinion of Hood and Strong, KIPP Foundation's external independent auditors, was there is no pending litigation, which is likely to have a material adverse affect on the financial position of the Foundation.

9. Governance (Reviewed by TEA)

Sponsoring Entity

Profile the members of the Founding Board and/or Initial Incorporators of the sponsoring entity (not applicable to governmental entities or colleges/universities).

Michael Feinberg

Michael Feinberg began his career in education as a corps member with Teach For America. He taught for two years in the Houston Independent School District before co-founding the Knowledge Is Power Program (KIPP) with fellow Teach For America corps member Dave Levin. Mike has received numerous commendations, including the Jefferson Award for Outstanding Public Service from the City of Houston and the Heritage Foundation's Salvatori Prize for American Citizenship. Mike and Dave's work at KIPP has been featured on *60 Minutes* and *ABC World News Tonight*, as well as in *The New York Times*, *Houston Chronicle*, *Washington Post*, and *Los Angeles Times*. Mike is a graduate of the University of Pennsylvania.

Donald Fisher

Donald Fisher is the co-founder and Chairman of Gap Inc., the company that he and his wife, Doris, established in 1969 with a single store and a handful of employees. Today, Gap is an international presence with more than 166,000 employees supporting the company's three distinct brands – Gap, Banana Republic and Old Navy. In addition to his contributions to the dramatic growth and expansion of Gap, he has long been a community leader and philanthropist. He serves on the boards of the San Francisco Museum of Modern Art, Princeton University, and the California State Board of Education. He is a director of EdVoice, the Boys and Girls Club of San Francisco, and serves as a governor of the Boys and Girls Clubs of America. He received three presidential appointments to the advisory council for U.S. Trade Representatives and was named to the Presidio Trust Board of Directors by President Clinton in 1997. He received his degree from the University of California at Berkeley, where he is a member and former Chairman of the Haas School of Business advisory council.

John Fisher

John J. Fisher is the President of Pisces, Inc., a company he founded in 1992 as a family investment and management office for the Fisher family. In addition, John is a founding

Partner of Sansome Partners, a private equity investment group with investments in timber, hotels, and operating businesses. He currently serves on the Advisory Board of the Hotel Equity Funds and has served on the boards of a number of private companies as well as charitable foundations including the Boys and Girls Clubs of San Francisco, the American Education Reform Foundation and KIPP Schools. John has a B.A. from Princeton University and an M.B.A. from the Graduate School of Business at Stanford University.

David Levin

Following graduation from Yale University, Dave Levin joined Teach For America and for three years taught fifth grade in Houston. In 1994, Dave earned Teacher of the Year honors from his school and co-founded with Michael Feinberg the Knowledge Is Power Program (KIPP). Dave founded, and is currently Superintendent of, the KIPP Academy in the South Bronx. He has received the Jefferson Award for outstanding community service for the city of Houston, the Brick Award for Outstanding Community Leadership and the Robin Hood Foundation's John F. Kennedy Jr. Hero Award in Education.

Doris Fisher

With husband Donald, Doris opened the first Gap store in 1969 in San Francisco, and remains a member of the board of directors. Doris received her Bachelor of Arts/Science degree from Stanford University.

Scott W. Hamilton

Scott Hamilton is Managing Director of the Pisces Foundation, which seeks to leverage change in public education through strategic investment in initiatives focused on academic achievement. Scott is a graduate of the University of Pennsylvania and worked in Washington with two Secretaries of Education, William Bennett and Lamar Alexander. He held further posts at the White House Drug Czar's Office, the Edison Project during its R&D phase, and the Hudson Institute. He was recruited to serve for three years as Associate Commissioner of Education in Massachusetts, where he established and oversaw the state's charter school initiative. He sits on the national boards of Teach For America, The New Teacher Project, and the policy board of California's EdVoice.

Shawn Hurwitz

Shawn Hurwitz is President and CEO of MAXXAM Property Company, a real estate development company, whose primary business is community development and related real estate investment. As President and CEO, Mr. Hurwitz is responsible for the supervision and implementation of all real estate activities, including development, acquisition, disposition, investment, sales and marketing and operating activities. Other responsibilities include negotiating and overseeing third-party relationships, such as management contracts, joint ventures, construction contracts and leases. Mr. Hurwitz is Chairman of the Board of KIPP Academy, KIPP 3D Academy and KIPP Austin College Prep.

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

The organizing group from within the Board of Directors of KIPP Foundation is comprised of Michael Feinberg, David Levin and Scott Hamilton, each of whom has extensive experience in the school reform movement, school operations and educational policy. Please see the

section above for biographies for each of the organizing members. References for each follow:

APPLICATION

References for Michael Feinberg

Kenneth Katz
Wulfe and Company
12 Greenway Plaza, Suite 1500
Houston, TX 77046

Harvin Moore
President, CEO
Frontera Corporation
2105 Brentwood
Houston, TX 77019

David Doll
COO
Kanaly Trust Co.
PO Box 27552
Houston, TX 77227

References for Scott Hamilton

John Danielson
Chief of Staff to the U.S. Secretary of Education
5220 Wesleyan, #308C
Houston, TX 77005

Adam Meyerson
President
Philanthropy Roundtable
1150 17th St., NW, #503
Washington, DC 20036

Wendy Kopp
Founder
Teach for America
315 West 36th Street
New York, NY 10018

References for David Levin

Frank Corcoran
Teacher
KIPP Academy
250 East 156th Street
Bronx, NY 10451

Mandy Gauss
Administrative Director
KIPP Academy
250 East 156th Street

KIPP Aspire Academy Charter Application

Harriet Ball
Founder and CEO
Musical Ball Points
6329 Creekbed
Houston, TX 77096

Describe the following as it pertains to the sponsoring entity:

- **the officer positions designated**

Officer positions designated to the sponsoring entity are: Chairperson, President, Secretary, Chief Financial Officer, Vice-President;

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

Officers are elected by the board of directors, and each officer shall hold office until he / she resigns or is removed. An officer may be removed by a vote of the board of directors.

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

The co-founders of the Knowledge Is Power Program, Mike Feinberg and Dave Levin, have the right to elect two (2) directors to the seven-member board of directors. The remaining seats may be elected by agreement of the Fisher family, which also has the right to remove such directors.

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

Vacancies are filled in the same manners that directors are initially elected.

- **the term for which members of the governing body served**

Members of the governing body serve a term of two (2) years.

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

Terms of the members of the governing body must be staggered in practice, however, this is not required by the bylaws or articles of incorporation.

Please see KIPP Foundation's bylaws for further information in Attachment 6.

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

Many individuals will be involved at the organizational level of KIPP Aspire Academy's school development. Several community contacts and potential Board members have been consulted about the best ways to proceed with planning community meetings, fundraising, recruiting teachers and many other areas of planning and development. These individuals will continue, as long as they are willing, on a voluntary consultative basis. Once the Board

of Directors of KIPP Aspire Academy is operational, the Board will serve as both consultants and directors of policy.

Explain the manner in which textbook selection will be conducted.

The process of selecting textbooks began in December 2002 with an introduction to a variety of textbooks at the KIPP School Leadership Program Resource Fair held in New York. Several representatives from textbook companies in all core curriculum areas were present to answer questions and provide samples. Following the Resource Fair, the KIPP Aspire Academy School Director met with Steve Colmus, Founding Principal of KIPP TRUTH Academy in Dallas, for five days to more thoroughly review more than 20 textbooks, all of which sent copies of student texts, teachers' editions and ancillary materials. The two School Leaders used a rubric to examine each text that included areas such as content, alignment with the TEKS, assessments, support and access for ESL/Bilingual students and students with special needs.

KIPP Aspire Academy's School Director is contacting textbook companies to further clarify the textbooks' instructional focus, alignment with the TEKS and scope and sequence of lessons. This extensive and thorough textbook selection process will ensure that textbooks effectively enhance student learning. These textbooks will then be reviewed in greater depth by a number of teachers until they arrive on the best one for the school.

As a charter school, the Board of Directors will approve the adoption of the recommended and selected textbooks from the state approved list.

School Management Board (if different from sponsoring entity board)

Describe the following as it pertains to the school management board:

All of the requested information is set forth in the accompanying KIPP Aspire Academy, Inc. bylaws in Appendix E.

- the officer positions designated
- the manner in which officers are selected and removed from office
- the manner in which members of the governing body are selected and removed from office
- the manner in which vacancies on the governing board are filled
- the term for which members of the governing body served
- whether the terms are to be staggered

KIPP Aspire Academy will be governed by a Board of Directors. The Board of Directors' primary mission is to ensure that the school performs according to the terms and conditions of KIPP Foundation's charter and in compliance with the KIPP educational philosophy.

The School Director of KIPP Aspire Academy will implement KIPP's Five Pillars in the operation of the school and will ensure that the mission, goals and objectives of the school are being fulfilled.

APPLICATION

Although KIPP Foundation, as the charter holder, will retain ultimate responsibility for compliance with all legal and operational requirements, the School Director will be tasked with frontline responsibility to:

- Manage and evaluate instructional and non-instructional staff;
- Maintain school budget records;
- Write, sign, or co-sign all school checks; and
- Serve as the lead for cultivating community partnerships.

Selection of Board of Directors

Please refer to Appendix E for a draft of the bylaws of KIPP Aspire Academy pertaining to Board elections. The initial Board of Directors will vote to add the remaining members of the Board, and members will serve two-year terms. This process will create a staggered tract, eliminating the possibility of excessive turnover in a given year. The KIPP Aspire Academy Board of Directors, along with the School Director will recruit Board members from within the community.

Roles/Responsibilities of KIPP Aspire Academy Board

The KIPP Aspire Academy, Inc. Board of Directors will have certain policy-making and advisory authority for the school, always subject to the ultimate authority of the charter holding KIPP Foundation and the Texas Administrative Code. KIPP Aspire Academy will comply with the provisions of Texas Education Code regarding Open and Public Meetings and Inspection of Public Records.

The KIPP Aspire Academy Board of Directors will be representative of the community the school intends to serve. Board members will support the mission of the school and serve because they believe in its mission and goals. The Directors will represent a broad area of expertise and a cross-section of the school community and community-at-large. The KIPP Aspire Academy Board will meet monthly with the School Director, who will serve as president of KIPP Aspire Academy. The Board may form an executive committee and other special purpose committees.

KIPP Aspire Academy's Board of Directors is empowered to do the following:

- Ensure that the school adheres to this charter, as well as state and federal guidelines and other KIPP Aspire Academy policies;
- Hold the School Director accountable for the academic and fiscal responsibility of the school;
- Provide support to the school for additional fundraising, marketing and other services as needs arise;
- Advocate on behalf of the school by working to establish partnerships with community organizations, institutes of higher learning, non-profit foundations and corporate entities that support education through noncommercial relationships

- Serve as a sounding board for community interests and organizations.

APPLICATION

10. Community Support (Reviewed by TEA)

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

Building strong links with the local community is critically important to KIPP Aspire Academy's success. KIPP Aspire Academy will seek to partner with individuals and organizations in the community that are dedicated to helping students obtain their academic goals. KIPP's outreach efforts to date have included:

- Trinity University – forming partnerships with Education Department, Co-Recreational Department, and Sociology and Anthropology Department. Trinity is also providing feedback as to the design and program of the school both before opening and ongoing.
- YMCA – pursuing partnership for use of facilities.
- Boys and Girls Clubs – pursuing partnership for services to students and use of facilities.
- Big Brothers/Big Sisters – pursuing partnership for providing mentors to students.
- San Antonio Youth Centers – pursuing partnership for services to students.
- Family Services Association – pursuing partnership for services to students.
- Christian Base Communities – pursuing partnership for services to students.
- Girl Scouts - pursuing partnership for services to students.
- Boy Scouts - pursuing partnership for services to students.
- Junior Achievement - pursuing partnership for services to students.
- Lutheran High School – working on design and program aspects of the school and pursuing partnership for services to students.
- Texas Military Institute – working on design and program aspects and community development aspects of the school.
- Edgewood ISD – representatives working on design and program aspects of the school.
- East Central ISD – representatives working on design and program aspects of the school.
- North East ISD – representatives working on design and program aspects of the school.
- Northside ISD – representatives working on design and program aspects of the school.
- University of Texas at San Antonio – representatives working on design and program aspects of the school

- Charter School Resource Center of Texas – working on design and program aspects of the school as well as community development.

APPLICATION

KIPP Aspire Academy will continue to reach out to a wide range of organizations such as those listed above and enlist participation on several start-up committees.

KIPP Aspire Academy will also create opportunities to involve members of the community in supporting the school. The school's volunteer program will be composed of community members, the business community, college students, high school students and parents. Volunteers will perform duties that include small group tutorials, office assistance and serving as guest presenters during life skills classes.

The school's health curriculum will include various community-based organizations that will help KIPP Aspire Academy students understand nutrition, hygiene, drug and alcohol abuse and family crisis management. KIPP Aspire Academy will strive to foster a supportive family environment inside the classroom and throughout the school and community in order that students have pride in themselves, their school, their family, their heritage and their community.

Each applicant must complete and publish the following information in a newspaper of general distribution in the geographic area proposed for the school. (Include as ATTACHMENT 10 the actual published notice that reflects the newspaper in which the notice was published and the date of publication.) The information must also be mailed to the city council and commissioner's court with jurisdiction over the geographic area. Include names and contact information and evidence of mailing (signed certified return receipt cards) to each city council and commissioner court member as ATTACHMENT 11.)

Please see Attachment 11.

The applicant must also hold a public hearing in the proposed charter school's geographic area to publicly discuss the application for the charter school. Any person may be present and participate in the meeting. The applicant shall publish a notice of the meeting in a newspaper of general distribution in the geographic area proposed for the school. The applicant must include a copy of the public notice, a copy of the newspaper clipping clearly showing the name of the newspaper and date of publication (ATTACHMENT 12), the registration log (copies of original sign in sheets -ATTACHMENT 13), and a synopsis of a the public hearing (ATTACHMENT 14) held to discuss the proposed charter school plan. The synopsis must identify presenters, a summary of their comments, and a list of questions from participants with responses provided by the presenters.

NOTE: THE APPLICANT MAY INCLUDE BOTH THE NOTICE OF INTENT TO APPLY AND THE NOTICE OF PUBLIC HEARING IN ONE NEWSPAPER PUBLICATION. HOWEVER, IF ONE PUBLICATION IS USED, A COPY MUST BE INCLUDED AS BOTH ATTACHMENT 10 AND ATTACHMENT 12.

Please see Attachments 12, 13 and 14.

Discuss any business arrangements or partnerships with existing schools, educational programs, businesses, or non-profit organizations. Include letters from each entity represented (ATTACHMENT 15). If there are no partnerships, be sure to note this as the ATTACHMENT. Identify individuals who

are affiliated with any of the partner organizations AND serve on the school's board. Identify individuals who are affiliated with any of the other charter-related organizations AND are employed by the school.

As suggested by the Legal Services Division of the TEA, KIPP Aspire Academy, Inc. was incorporated by the KIPP Foundation, which will remain as the sole member of KIPP Aspire Academy during the duration of this and any successor charter. KIPP Foundation is a national, non-profit organization whose mission, like that of KIPP Aspire Academy, is to provide educationally underserved students with the knowledge, skills and character needed to succeed in top quality high schools, colleges and the competitive world beyond. KIPP Foundation achieves its mission by training and supporting school leaders to open and run public schools based on KIPP's educational philosophy.

No employee of the KIPP Foundation is or will be employed or compensated in any way by KIPP Aspire Academy. Brooks Flemister of the KIPP Foundation may initially serve on KIPP Aspire Academy's founding Board of Directors, however KIPP Aspire Academy is committed to ensuring the grassroots involvement of the community that the school will serve.

KIPP Aspire Academy does not have any business arrangements or partnership with existing schools, educational programs, businesses, or non-profit organizations at this time. However, KIPP Aspire Academy anticipates entering into a license agreement for use of the KIPP name and other trademarks. As with all contracts, KIPP Aspire Academy will submit a copy of this agreement to the TEA for review, if requested.

11. School Demographics (Reviewed by TEA)

Describe the school's enrollment projections for the first five years: (a) the school's maximum enrollment goal (b) grades to be served (c) the number of students expected in each grade or grouping, and (d) maximum class size.

KIPP Aspire Academy will serve students in grades five through eight, typically students between the ages of 9 and 15. The school will open with approximately 180 fifth and sixth grade students, adding a new fifth grade class and a succeeding grade level each year until reaching maturation with approximately 360 students in fifth through eighth grades over four years. The average class size will be 30 students per classroom. The diagram below details the projected school enrollment for KIPP Aspire Academy.

	2004 Year 1	2005 Year 2	2006 Year 3	2007 Year 4	2008 Year 5
Fifth Grade	90	90	90	90	90
Sixth Grade	90	90	90	90	90
Seventh Grade	-	90	90	90	90
Total	180	180	270	360	360

Grade					
Total	180	270	360	360	360

Maximum enrollment for each incoming class of 5th graders will be 90 students. Sixth through eighth grades will be capped at 90 students (i.e., the number of vacant spots available for incoming students in grades 6-8 will be determined with the understanding that there will be no more than 90 students in each grade). Maximum class size will be 32 students and maximum enrollment will be 360 students.

Describe the community or region where the school will be located and explain why this location was selected.

As an area that has been the victim of twenty years of continuing financial decline, the neighborhood in which the school is located has few prospects for renewal. There are few community members who have been successful in college who can be held up as models for the generations to come. The middle schools in the area have not been successful in preparing their students to be successful in high school and in college. Taken together, these factors paint a fairly bleak picture for students in the area.

This area is in need of a solution to the continued decline of the neighborhood and the continued decline of opportunity for the area students. In providing an option for these students and setting the expectation that they will go to college, KIPP Aspire Academy will take part in setting a new precedent for the possibilities that exist for the students in school, the families in the community, and the expectations of the community itself.

DEMOGRAPHICS	1 mile radius
Approx. # of 10 year olds	330
Hispanic	78.39%
Anglo	20.00%
Renting	41%
Median rent	\$299
Median property value	\$42,118
Median household income	\$30,165
Bachelors degree	10%

The choice of the building as a location was made after consulting with a number of grass-roots community leaders who reaffirmed that the building was in a great location for a new, high performing middle school.

12. Admissions Policy (Reviewed by TEA)

Describe the timeline used for admitting students, including the application deadline and the process for the admission lottery for students.

KIPP Aspire Academy is a free public school that will be open to all ~~residents of the State of Texas~~. KIPP Aspire Academy does not discriminate on the basis of race, religion, gender, national origin or disability of the students and the parents or guardians.

Any student who expresses his/her intent to enroll by signing the KIPP Aspire Academy's Commitment to Excellence Form (See Appendix B), and has his/ her parent or guardian sign this Commitment, will be invited to attend KIPP Aspire Academy. This form specifies that the student, parents and teachers will all have the *desire, discipline and dedication* to do everything in their power to support student education. The KIPP Aspire Academy framework encourages and motivates students and their families to view an intense academic commitment as the key to future success.

Formal recruitment of incoming students will begin in January of each calendar year for the following school year. In January, KIPP Aspire Academy's staff and parents will advertise open registration. After this point, interested families will be able to meet with the KIPP Aspire Academy staff and review the expectations of the school. Interested families would submit an "intent to apply" with the school by the application deadline in order to participate in the lottery selection process. Each year the board of directors will determine the application deadline date, which will be on or before May 1st.

If the number of applicants to KIPP Aspire Academy exceeds capacity, a public random drawing selection process for admission will be used, with first preference given to siblings of students already enrolled in KIPP Aspire Academy and second preference given to students who reside in the school's geographic area to be served. After filling all available seats by this lottery, a waiting list will be established in the event that space becomes available.

The above procedures will also be followed to fill vacant seats in grades six, seven and eight should seats become available.

Explain how these policies further open enrollment and the mission of the school in a non-discriminatory fashion.

KIPP Aspire Academy strongly believes that a wide cross section of students with a variety of life experiences adds to the learning experience of all. Students will need to learn from others how to respect different viewpoints and find the commonalities in all people. KIPP Aspire Academy will take the following steps to ensure that students who are representative of the school's respective communities will be recruited and feel welcome:

- Bring diverse staff on recruiting visits, including relevant foreign language-speaking teachers;
- Post flyers and notices in local supermarkets, restaurants, businesses, churches, community centers, and apartment complexes in low-income neighborhoods;
- Develop marketing materials in multiple languages;
- Visit and speak at local community based organizations in targeted low-income neighborhoods;
- Visit and explain to prospective students and their families the purpose of KIPP Aspire Academy;

Clarify geographic boundaries

- Page 66 will be corrected to state "KIPP Aspire Academy is a free public school open to all residents living inside Loop 410, except Alamo Heights and military bases."

Clarify non-discrimination statement

- Page 67 will be corrected to state, "and shall not discriminate against any student on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend."
- Page 115 will be corrected to state "KIPP Aspire Academy shall not discriminate on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend."

Assure that Commitment to Excellence will not violate open-enrollment nature of charter.

- KIPP Aspire Academy is a school of choice and commitment. The Commitment to Excellence Form will not violate the open-enrollment nature of the charter.
- The Commitment to Excellence Form is not used as an admissions form. The form is used after a student has decided to enroll to ensure that students fully appreciate the rigorous requirements of the KIPP program.

- Conduct parent information sessions to elaborate on the commitment involved with attending KIPP Aspire Academy;
- Canvass neighborhoods to reach interested families;
- Promote the school at neighborhood festivals;
- Encourage referrals from other KIPPsters and families;
- Speak at civic organizations, with a particular focus on local community populations;
- Place advertisements in local newspapers and community association newsletters;
- Speak on local radio stations;
- Invite local television and print media reporters to report on the school; and
- Encourage teacher referrals from other campuses.

APPLICATION

KIPP Aspire Academy will provide translation services for all promotional material and any person-to-person interaction requiring translation. To supplement its recruiting efforts, the school also hopes to partner with neighborhood associations.

KIPP Aspire Academy will keep on file documentation of the efforts the school made to achieve student racial and ethnic balance and the results it achieved, as well as an accurate accounting of the ethnic and racial balance of students enrolled in the school.

In addition, KIPP Aspire Academy will be nonsectarian in its programs, admissions policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any student on the basis of race, ethnicity, national origin, religion, gender or disability.

NOTE: ALTHOUGH STATE LAW PERMITS STUDENTS TO BE ACCEPTED ON A FIRST COME, FIRST SERVED BASIS OR THROUGH A LOTTERY, A CHARTER SCHOOL MUST USE A LOTTERY TO BE ELIGIBLE TO RECEIVE FEDERAL FUNDS.

13. Code of Conduct (Reviewed by TEA)

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

Throughout the country, KIPP schools have proven extremely successful in preventing student discipline problems. This success is attributable to the pupils' initial Commitment to Excellence and the schools' clear and constant reinforcement of student standards. By starting each school year with an introductory summer session, KIPP students are acculturated to these values and expectations prior to the onset of the traditional academic year. Safety, order and discipline will be fundamental to learning at KIPP Aspire Academy, and appropriate behavior will be a non-negotiable expectation for its students. Please see Appendix F for a portion of the Parent/Student Handbook from KIPP Academy in Houston that includes Non-Negotiable Expectations for KIPP students.

In-class disciplinary actions will include, but are not limited to, the following:

- additional assignments to be completed at home and/or at school;

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Clarify non-discrimination statement

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- detention after school;
- mandatory homework study hall after school;
- time-out;
- loss of incentives and school trips; and
- calling plans, where the student must call teachers to inform them when homework is completed.

APPLICATION

All KIPP Aspire Academy students will be required to wear the KIPP Aspire Academy uniform every Monday through Friday. For special events, KIPP Aspire Academy students would be expected to dress professionally. Boys would be expected to wear a shirt and tie and dress shoes, and girls would be expected to dress in a manner befitting a professional young person.

Underlying each student's Commitment to Excellence will be a Student Code of Conduct that specifies prohibited behaviors and their consequences. This Student Code will be based upon Texas State Law in Chapter 37, Safe Schools Act of the Texas Education Code, Federal Law (PL94-142) and 34 C.F.R. Part 300 and the school's Commitment to Excellence. This Student Code will be provided annually to all students and parents and discussed with them prior to admission.

Nothing in the Student Code of Conduct, or in the school's Commitment to Excellence, will be permitted to infringe upon any rights provided pursuant to the Individuals With Disabilities Education Act, Section 504 of the Federal Rehabilitation Act of 1973 or the Americans With Disabilities Act. (If a student with disabilities has an Individual Education Plan that includes disciplinary guidelines, that student will be disciplined according to those guidelines.) Students whose IEP does not include specific disciplinary guidelines may be disciplined in accordance with the policies discussed in the description that follows.

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

All student discipline, including campus discipline management, Alternative Education Placements and expulsions or suspensions, shall substantively and procedurally comply with Texas Education Agency Code Chapter 37 and applicable provisions of federal law (PL94-142 and 34 C.F.R. Part 300.) In addition to the Non-Negotiable Expectations for KIPP Students that each pupil must accept prior to enrollment, KIPP Aspire Academy will also publish a Student Code of Conduct that will provide a detailed outline of expectations and prohibited conduct that could result in suspension or transfer / expulsion. The Student Code of Conduct will be reviewed and approved by the School's board of directors, and provided to all parents / guardians and students upon enrollment into KIPP Aspire Academy. By enforcing these standards and procedures for suspensions and transfers / expulsions, KIPP Aspire Academy will ensure that no student presents a danger to people or property, disrupts school activities, or threatens campus peace, safety or security.

Suspensions – Not to Exceed Three (3) School Days

A student may be suspended pursuant to Texas Education Code section 37.005 for behavior that violates the Student Code of Conduct and which could warrant placement in an Alternative Education Program. Except in the case of an emergency situation, in which the

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school director has determined that there is a clear and present danger to the lives, health or safety of students or school personnel, any suspension will be preceded by a conference conducted by the school director. This conference will include the student and his or her parent / guardian. At or before this conference, the student will be informed of the reason for the contemplated disciplinary action, the evidence against him / her, and will be given an opportunity to present his / her version and evidence in support of his / her defense.

In the event that the school director determines that a suspension is appropriate, the parents / guardian of the student will be informed in writing of the reasons for the suspension and the date when the student may return to school. In addition, the school director will make every effort to contact the parents / guardian by telephone or in person to discuss the causes and duration of the suspension, and plan to correct the problematic behavior. In both the written notice and the direct contact, the school director will advise the parents / guardian that they are required to attend a conference to discuss the student's conduct and the plan for remediation. No penalty will be imposed on the student based on the failure of the parents / guardian to attend this conference.

KIPP Aspire Academy is aware of the current legislation on discipline procedures for students with disabilities. KIPP Aspire Academy will stay apprised of any shift in the legislation and commits to staying in compliance with any federal law regarding student discipline for children with disabilities.

Students with disabilities have the same rights and responsibilities as other students, and may be disciplined for the same behavioral offenses listed above. If a student with disabilities has an IEP that includes disciplinary guidelines within a behavior management plan, then that student will be disciplined according to those guidelines as required by IDEA. Students for whom the IEP does not include specific disciplinary guidelines may be disciplined in accordance with the standard school policy listed above.

Alternative Education Programs and Transfer / Expulsion

KIPP Aspire Academy will implement the procedures set forth in Texas Education Code Section 37 governing AEP's, mandatory and discretionary expulsions. However, the consequences of any removal of a student from the school will not automatically result in the removal of that student from any other school in the local San Antonio school district. The KIPP Aspire Academy school director will fully cooperate with the District in pursuing any action against a student that the District believes is appropriate, but a student's decision to withdraw from KIPP Aspire Academy -- or conduct that forces such a decision by the school - will initially result in a referral of the student back to the District office.

The school director may recommend that a student be removed from the school in the case of violations of specified violations of the Code of Student Conduct, which shall incorporate Texas Education Code Section 37.007, *et seq.* A teacher who knows of a violation of the Student Code of Conduct that requires expulsion or placement in an AEP shall file a written report with the school director. Within 24 hours of its receipt, the school director shall send a copy of this report to the student's parents or guardian with a notice provision that sets the time and date for a hearing as well as the following:

1. The date, time and place of the hearing, to be within three (3) days of the conduct at issue;

2. The facts and charges upon which the proposed action is based;
3. A copy of the disciplinary rules related to the proposed action; **APPLICATION**
4. The opportunity for the student and parents / guardian to appear in person and / or be represented by counsel; .
5. The right to inspect and obtain copies of any documents to be used at the hearing;
6. The right to question any witnesses who appear at the hearing;
7. The opportunity to question all evidence presented at the hearing and to present oral and documentary evidence on the student's behalf, including witnesses.

While technical rules of evidence will not apply to any such hearing, evidence will be admitted and used as proof only if it is the kind of evidence upon which reasonable persons could rely in the conduct of serious affairs. Any decision by the Board must be supported by substantial evidence that the student committed an act that has been identified as grounds for enrollment in an AEP, transfer or expulsion. Findings by the Board shall be based solely on the evidence and testimony presented at the hearing.

Due Process Procedures; Student Discipline and the IDEA

KIPP Aspire Academy will comply with all federal laws regarding student discipline for children with disabilities and will stay apprised of any developments in the IDEA legislation. If a student with disabilities has an Individual Education Plan (IEP) that includes disciplinary guidelines within a behavior management plan, that student will be disciplined according to these guidelines. Students whose IEP does not include specific disciplinary guidelines may be disciplined in accordance with the standard school policies listed above.

Describe your school's mandatory student attendance plan.

KIPP Aspire Academy recognizes the importance of consistent attendance and will work to help each student achieve that. This is specified in the Commitment to Excellence, which is made clear and agreed upon when a student enrolls.

It is crucial that each child be present at school every day that sickness does not prevent attendance. The school will comply with all applicable state laws and TEA regulations regarding compulsory school attendance. Daily contacts will be made by the school to every student that is absent. Follow up calls and home visits will be conducted by the school director and/or teachers as needed. The delivery of school material and homework assignments for absent students will be made as a cooperative venture between the school and parents.

14. Special Needs Students and Programs (Reviewed by TEA)

NOTE: Approval of this charter school application and/or removal of any contingencies is based on the information provided by the proposed charter school as it reflects the proposed charter school's knowledge of special education. Approval of the charter school application and/or removal of any contingencies should not be construed to reflect a determination of special education compliance or to cover any other issues outside the scope of this application process or actions that may occur after this application process.

Provide the projected enrollment of students requiring special education and related services (Indicate estimated percentage).

KIPP Aspire Academy estimates that 10 % of the projected enrollment of students will require special education and related services.

If requesting approval for Pre-Kindergarten (PK) grade level, indicate which of the following will apply to the PK program (Indicate only 1 response.):

- The PK program will serve 4 year old students only.
- The PK program will serve 3 year old students only.
- The PK program will serve both 3 & 4 year old students.

KIPP Aspire Academy is not requesting approval for Pre-Kindergarten.

Describe IN DETAIL how the school will accommodate students with disabilities in the SPECIAL EDUCATION program according to the Individuals with Disabilities Education Act (IDEA), the Texas Education Code (TEA), the State Board of Education (SBOE) rules, and the Commissioner's rules.

The following website is available to assist your application process: Texas Side-by-Side

<http://www.tea.state.tx.us/special.ed/rules/sbs.html>

34 CFR	TEC** / TAC ***	IDEA Key Components
* 300.125		Child Find
300.127; 300.560-300.577 34 CFR Part 99	TEC 26.004	Confidentiality
300.504		Procedural safeguards
300.503; 300.345	TEC 26.0081; 19 TAC 89.1015; 19 TAC 89.1045	Notice of admission, review & dismissal (ARD) committee meetings
300.530-300.543	TEC 29.004; 19 TAC 89.1011; 19 TAC 89.1015; 19 TAC 89.1040	Evaluation of children to determine eligibility
300.342-300.350; 300.309	TEC 37.0021; 19 TAC 89.1050; 19 TAC 89.1053; 19 TAC 89.1055; 19 TAC 89.1065	Development & implementation of the individualized educational program (IEP); Extended school year (ESY) services
300.550-300.553	19 TAC 89.63(a-c)	Least restrictive environment (LRE) placement
300.29	TEC 29.011 19 TAC 89.1110	Transition planning
300.26; 300.136	19 TAC 89.1131 SBEC requirements	Certified personnel for the provision of services to children with special needs
300.121(d); 300.522	TEC Chapter 37; - 10 day rule	Services to expelled students
	19 TAC 89.1125	Allowable expenditures of state special education funds.

Delete section () on p. 71 - (*) on p. 96
Replace with Assurance document*

It is the intent of KIPP Aspire Academy to fully participate in an active manner in the provision of a free, appropriate, public education (FAPE) for all children. In order to best accomplish this the school will seek to participate in the charter school special education cooperative developed for the schools of San Antonio.

**Child Find
(34 CFR 300.125)**

KIPP Aspire Academy will establish an ongoing child find for identifying, locating and evaluating individuals with disabilities (birth through 21 years of age) who are in need of special education and related services, including highly mobile children with disabilities (homeless, migrant) and school-age individuals with disabilities. These requirements also apply to children who are suspected of being a child with a disability under Sec. 300.7 in need of special education, even though they are progressing from grade to grade.

While KIPP Aspire Academy will grow to enroll students in grades 5-8, KIPP Aspire Academy will have referral procedures for children not enrolled in school, youth under 21 years of age, and ECI referrals for children under the age of three. If the referral committee determines that an evaluation is warranted, then KIPP Aspire Academy will contact the appropriate assessment personnel needed for the evaluation. The educational diagnostician will be the case manager. KIPP Aspire Academy will in-service all staff once each school year on referral processes including a review of possible indicators of special education issues arising in individual students. The Child Study Team on each campus considers students in attendance at KIPP Aspire Academy for child find. Referrals may also come from doctors, nurses, parents, teachers, family members, and other interested individuals.

KIPP Aspire Academy will be prominently display child find posters and brochures in the foyer and main office of the school. These brochures will be available in English, Spanish, and Vietnamese. In addition, photocopies of these brochures will be distributed twice annually to all KIPP Aspire Academy parents (in the appropriate language for each family) in the form of a parent newsletter including school contact information if anyone in the community seeks referral services. Additional child find strategies will include the following:

1. Participation in a network of public information dissemination which includes the education service center, other agencies, communities and facilities providing services to the disabled;
2. Providing information regarding availability of services;
3. Determining which individuals are currently receiving needed special education and related services, and which individuals are not currently receiving needed special education and related services;
4. Identifying and referring individuals with disabilities who may or may not be in school and who may need special education;
5. Referring individuals ages 0-3 to a local early childhood intervention program for evaluation;
6. Reviewing the process on a yearly basis, updating staff as to on-going "child find" activities implemented in the community; and

7. Maintaining confidentiality of all personally identifiable information used and collected in this system in the same manner that special education records are maintained.

Confidentiality

(34 CFR 300.127; 34 CFR 300.560-300.577; 34 CFR Part 99; TEC 26.004)

APPLICATION

KIPP Aspire Academy will adopt a board policy and procedures manual and special education guide containing the policies and procedures regarding confidentiality and access to school records. KIPP Aspire Academy will conduct an annual in-service at the beginning of the school year regarding confidentiality as stated in the Family Educational Rights and Privacy Act of 1973 (FERPA) and Texas Education Code. All faculty and staff will be required to attend the in-service. KIPP Aspire Academy will maintain copies of the in-service materials and signatures of attendees. Additional in-services will be held for faculty and staff hired after the beginning of the school year. Finally, consent for release of information will be obtained from parents in their native language or other mode of communication and parent agreement will be documented in writing before the release or request for confidential records to any agency other than the student's current or previous school district.

KIPP Aspire Academy will be responsible for maintaining confidentiality of all student records pertaining to special education. The school director will be the custodian of all records for currently enrolled students and students who have withdrawn or matriculated. The special education designee will be the custodian of all special education records. A list of personnel having access to the Special Education records will be maintained in the main office. This personnel list will also be posted on a locked filing cabinet containing all confidential student information. A confidential folder access sheet will be maintained in each audit folder and accommodation/modification folder as well as in each teacher's copy of each special education student's IEP/Accommodation/Modification folder for all student taught that teacher. Annual notice of policies regarding confidentiality and student records will be included in a family's enrollment packet.

KIPP Aspire Academy will permit parents to inspect and review education records collected, maintained or used for purposes of evaluating, identifying, placing, or educating their student. The following guidelines shall apply when parents request to review or inspect records relating to the education of their student with disabilities:

1. The parents of a child with a disability, in accordance with the confidentiality of information procedures shall be afforded an opportunity to inspect and review all educational records with respect to: (a) the identification, evaluation, and educational placement of the student; and (b) the provision of free appropriate public education to the student.
2. KIPP Aspire Academy shall permit parents of students with disabilities (or adult students) to inspect and review, during school business hours, any education records relating to their child or ward (or adult student) that are collected, maintained, or used by KIPP Aspire Academy. KIPP Aspire Academy shall comply with a request for records promptly and in no case more than 45 calendar days after the request has been made.
3. The right to inspect and review education records includes: (a) the right to a response from KIPP Aspire Academy to reasonable requests for explanations and interpretations of the records, (b) the right to request that KIPP Aspire Academy provide copies of the records containing the information if failure to provide those

copies would effectively prevent the parent from exercising the right to inspect and review the records, and (c) the right to have a representative of the parent (or adult student) inspect and review the records.

APPLICATION

4. KIPP Aspire Academy will presume that a parent has authority to inspect and review records relating to his or her child or ward unless KIPP Aspire Academy has been advised that the parent does not have the authority under applicable federal law governing such matters as guardianship, separation and divorce.
5. KIPP Aspire Academy shall keep a record of parties obtaining access to education records collected, maintained, and used including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.
6. If any education record includes information on more than one student, the parent(s) of those students (and/or adult students) shall have the right to inspect and review only the information relating to their child or ward (or themselves) or to be informed of that specific information.
7. KIPP Aspire Academy shall provide parents (and adult students) on request a list of the types and locations of education records collected, maintained, or used by KIPP Aspire Academy.
8. KIPP Aspire Academy or other public agencies may charge a fee for copies of records that are made for parents (or adult students) if the fee does not effectively prevent the parents (or adult students) from exercising their right to inspect and review those records.
9. A parent of a student with a disability (or an adult student) who believes that information in education records collected, maintained or used is inaccurate or misleading or violates the privacy or other rights of the student may request that KIPP Aspire Academy amend the information. KIPP Aspire Academy shall decide whether to amend the information in accordance with the request within a reasonable period of time after the receipt of the request. If KIPP Aspire Academy decides to refuse to amend the information in accordance with the request it shall inform the parent (or adult student) of the right to a hearing. KIPP Aspire Academy, on request, shall provide the parent (or adult student) an opportunity for a hearing to challenge information in education records to insure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. If, as a result of the hearing, KIPP Aspire Academy decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the information accordingly and so inform the parent (or adult student) in writing. If, as a result of the hearing, KIPP Aspire Academy decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent(s) (or adult student) of the right to place in the records it maintains on the student a statement commenting on the information or setting forth any reasons for disagreeing with the decision of KIPP Aspire Academy. Any explanation placed in the records of the student pursuant to this section shall:
 - Be maintained by KIPP Aspire Academy as part of the records of the student as long as the record or contested portion is maintained; and
 - Also be disclosed to any party to whom the records of the student (or the contested portion) are disclosed.
10. A hearing to challenge information in education records shall be conducted according to procedures which include the following elements:

- The hearing shall be held within 30 days after KIPP Aspire Academy receives the request and sooner if all information is available at an earlier date;
 - The parent (or adult student) shall be given notice of the date, place, and time reasonably in advance of the hearing;
 - The hearing may be conducted by any party, including an official of KIPP Aspire Academy, who does not have a direct interest in the outcome of the hearing;
 - The parent (or adult student) shall be afforded a full and fair opportunity to present evidence relevant to the issues raised and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney;
 - KIPP Aspire Academy shall provide a written decision to the parent (or adult student) within a reasonable period of time after the conclusion of the hearing; and
 - The decisions of KIPP Aspire Academy shall be based solely upon the evidence presented at the hearing and include a summary of the evidence and the reasons for the decision.
11. Consent of the parent (or adult student) shall be obtained before personally identifiable information is:
- disclosed to anyone other than officials of participating agencies collecting or using the information, or
 - used for any purpose other than meeting a requirement imposed by this section. KIPP Aspire Academy shall not release information from education records to participating agencies without the consent of a parent (or adult student) except in those cases in which a release of information without consent is permitted by the rules that implement the Family Rights and Privacy Act (FERPA). If a parent refuses to provide consent, KIPP Aspire Academy will use due process hearing procedures to obtain consent.
12. KIPP Aspire Academy shall protect the confidentiality of personally identifiable information at the collection, storage, disclosure, and destruction stages. The same privacy provisions provided to parents are extended to an adult student with consideration given to the type and severity of the student's disability.
13. KIPP Aspire Academy will identify in writing the employees who have access to personally identifiable information. KIPP Aspire Academy will provide training on an annual basis to those staff members collecting or using personally identifiable information regarding KIPP Aspire Academy policies and procedures.
14. KIPP Aspire Academy shall maintain, for public inspection, a current listing of the names and positions of those employees within KIPP Aspire Academy who have access to personally identifiable information.
15. KIPP Aspire Academy shall inform parents (or adult students) when personally identifiable information collected, maintained, or used is no longer needed to provide educational services to the student and is being destroyed.
16. KIPP Aspire Academy will keep all records for at least 7 years after the student does not qualify, graduates or is no longer served by KIPP Aspire Academy. If the KIPP Aspire Academy contract with the state becomes invalid KIPP Aspire Academy will make a good faith effort to provide parents/adult students and other local LEA's with needed records but because the KIPP Aspire Academy will no longer exist, all unclaimed records will be destroyed to ensure confidentiality.

**Procedural Safeguards
(34 CFR 300.504)**

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Written notice of Procedural Safeguards shall be given by KIPP Aspire Academy to the parent(s) of a student (or to an adult student) with a disability (in their primary language). Procedural safeguards will be available in writing or on cassette tapes in English, Spanish, Vietnamese, and Braille. KIPP Aspire Academy will provide information in the native language or other mode of communication of the parent upon request unless it is not feasible to do so. This document has been developed by the Texas Education Agency and includes a full explanation of all procedural safeguards that meet the requirements of 34CFR300.504(b). KIPP Aspire Academy shall be responsible for explaining the document, providing answers to any questions and insuring that the parent, guardian or adult student have an understanding of their rights under FERPA. Parents will be asked if they fully understand these rights, and additional information will be provided, if necessary. KIPP Aspire Academy will then document that the parents received and understood their rights and that they were offered further explanation. Parents will sign a Receipt of Procedural Safeguards when their child is initially referred for evaluation. Receipt of Procedural Safeguards will always be documented in each annual ARD/IEP meeting.

When a student is referred to special education for the first time for a Full and Individual Evaluation (FIE), KIPP Aspire Academy will provide a copy of An Explanation of Rights and Procedural Safeguards of a Parent with a Child with Disabilities to notify the student and the parent or guardian of the student's suspected disability and their educational rights. KIPP Aspire Academy will manage the referral process will be responsible for explaining the procedural safeguards, providing answers to questions pertaining to the document, and providing parents updated copies of the document, as provided by TEA. If further explanation is needed, the parent will be referred to the diagnostician and/or Special education designee for clarification. Procedural safeguards will also be given to parents before KIPP Aspire Academy proposes or refuses to initiate or change the identification, evaluation, or educational placement of the student, including the following times: upon initial referral for evaluation, each notification of an ARD committee meeting, reevaluation of a child, receipt of a request for due process, and a manifestation determination review, or if a removal is contemplated that constitutes change of placement.

Notice of admission, review & dismissal (ARD) committee meetings

(34 CFR 300.503; 34 CFR 300.345; TEC 26.0081; 19 TAC 89.1015; 19 TAC 89.1045)

At the time that KIPP Aspire Academy notifies the parents of the ARD committee meeting, the notice informs the parent that the ARD committee will discuss, at the parents' request, the provision of any educational or related service not proposed for discussion by the school in the notice. KIPP Aspire Academy will take steps to ensure that one or both of the parents of the student is present at each meeting or are afforded the opportunity to participate. KIPP Aspire Academy will notify parents at least 5 schools days in advance of the ARD to ensure that they will have an opportunity to attend. KIPP Aspire Academy will schedule the meeting at a mutually agreed upon time and place, and indicates the purpose, time, and location of the meeting and who will be in attendance. A meeting may be conducted without a parent (or adult student) in attendance if the parents decline to attend. In such a case KIPP Aspire Academy shall make a record of its attempts to arrange a mutually agreed upon time and place. The record may contain such information as:

1. Records of telephone calls made or attempted and the results of those calls; **APPLICATION**
2. Copies of correspondence sent to the parents and any responses received; and
3. Records of visits made to the parent's home or place of employment and the results of those visits.

KIPP Aspire Academy will attempt to schedule the ARD at least three times before proceeding with the ARD. If a parent cannot attend, KIPP Aspire Academy may use other methods to assure participation, including individual or conference telephone calls. The Special education designee will follow up to ensure that the parents have the opportunity to participate. The notice shall be:

1. Written in language understandable to the general public; and
2. Provided in the native language of the parent (or adult student) or other mode of communication used by the parent (or adult student), unless it is clearly not feasible to do so.

If the native language or other mode of communication of the parent (or adult student) is not a written language, KIPP Aspire Academy shall take steps to assure that:

1. The notice is translated orally or by other means to the parent (or adult student) in his or her native language or other mode of communication;
2. The parent (or adult student) understands the content of the notice; and
3. There is written evidence that the requirements in this section have been met.

Notices, sent by mail or hand delivered will include the following:

1. date, time, and place of the meeting;
2. who will be in attendance (positions are acceptable instead of names);
3. be in the native language or other mode of communication of the parent;
4. be dated at least five days prior to the scheduled ARD (7 if mailed) unless the parent has signed a waiver;
5. include a description of the action proposed include an explanation of why KIPP Aspire Academy proposes to take the action;
6. state any options KIPP Aspire Academy considered;
7. provide a description of each evaluation procedure, test, record, or report KIPP Aspire Academy uses as a basis for the proposal;
8. include a statement that the parents of a child with a disability have protection under the procedural safeguards of this part and the means by which a copy of the procedural safeguards can be obtained;
9. include sources for parents to contact to obtain assistance in understanding the notice of ARD committee meeting provisions;
10. an opportunity for the parents to reschedule the meeting;
11. a statement that ARD committee members will discuss, at the parent's request, the provision of any educational or related service not proposed for discussion by KIPP Aspire Academy; and
12. other factors relevant to the KIPP Aspire Academy's proposal if applicable.

If the purpose is transition, the parent will be notified that the purpose of the meeting is to discuss transition and that the student is invited, and identify any other agencies that will be invited, the notice must also:

1. indicate the purpose;
2. indicate that KIPP Aspire Academy will invite the student of any age; and

3. identify any other agency that will be invited to send a representative.

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KIPP Aspire Academy shall take action as necessary to assure that the parent (or adult student) understands the proceedings at a meeting, including arranging for an interpreter for parents (or adult students) who are deaf or whose native language is other than English. KIPP Aspire Academy shall document the parent(s) (or adult student) and other IEP participants' present at the IEP meeting. KIPP Aspire Academy shall conduct meetings consistent with this section at least once a year for the purpose of reviewing and revising as necessary each student's individualized education program.

Evaluation of children to determine eligibility

(34 CFR 300.530-300.543; TEC 29.004; 19 TAC 89.1011; 19 TAC 89.1015; 19 TAC 89.1040)

To be eligible for special education services a student must have been determined to have one or more of the disabilities listed in federal regulations or in state law or both. A student is eligible to participate in the school's special education program if the student is between the ages of 3 and 21 (or the ages/grades allowed in the charter contract between KIPP Aspire Academy and the State of Texas' School Board, inclusive with one or more disabilities (physical disability, mental retardation, emotional disturbance, learning disability, autism, speech and language impairment, traumatic brain injury, visual or auditory impairment, orthopedic impairments, a specific learning disability, deaf-blindness, multiple disabilities, or other health impairments) that prevent the student from being adequately or safely educated in the public schools without the provision of special education services. Graduation with a regular high school diploma terminates a student's eligibility to receive special education services. An eligible student receiving special education services who becomes 21 years of age on September 1 of a school year shall be eligible for services through the end of that school year or until graduation with a regular high school diploma whichever comes first.

KIPP Aspire Academy shall record in writing the decision of special education eligibility of a student brought to the KIPP Aspire Academy attention. Whatever decision is made the information from the procedures for making the determination shall be filed in KIPP Aspire Academy records. Within ten (10) school days of the decision that the student is not eligible for special education, the parents or legal guardian of the student shall be informed in writing of the evaluation findings in compliance with notice requirements of this section. If the decision is that the student is disabled and eligible for special education, KIPP Aspire Academy shall initiate and conduct a meeting to develop an IEP and request the parent(s) to participate in the ARD conference.

The diagnostician will maintain documentation concerning referral and evaluation data in the special education referral packet. Personnel responsible for referral and evaluation sign and date both referral forms and written evaluation reports. A written evaluation report that addresses the presence or absence of those symptoms or conditions is included in the specific eligibility criteria for the handicapping conditions for which the student is being assessed. The report will include the type and severity of the impairment and the functional implications for the educational process. The Admission, Review, and Dismissal (ARD) committee shall have sufficient information to determine whether or not the student has a disability and is in need of special education services.

Special consideration will be given to the evaluation of physical, mental, and emotional conditions. All referred students except those referred for consideration as homebound.

hospitalized, or speech impaired will receive a full, in-depth evaluation by the multidisciplinary team, which includes at least one teacher or specialist with knowledge in the area of the suspected disability. The professional responsible for assessing each area will make professional judgments regarding the degree to which the evaluation in each area is necessary. Specific eligibility criteria for the disability in question will indicate the minimum intensity of evaluation in each area, but the written report will address each of the following six areas, according to the criteria in the policy and procedures manual: language dominance, language proficiency, physical, emotional/behavioral, sociological intellectual. The purpose of the FIE will be as follows:

1. determine the presence or absence of a physical, mental, or emotional disability which may be contributing to a student's educational need;
2. determine the presence or absence of a significant educational deficit requiring special education instructional services;
3. identify specific learning competencies in instructional and related service areas. This must be tied to the general education curriculum and the TEKS;
4. provide information that is linked to instruction and recommendations to support student achievement;
5. make recommendations for determining the grading criteria and procedures for participation in extracurricular activities; and
6. provide information relative to the appropriate mastery level or levels at which the student should be expected to achieve in order to receive passing grades in all content areas of instruction.

KIPP Aspire Academy procedures for implementing board policy on evaluation, including determination of eligibility will be as follows:

1. Referrals of students for a full and individual initial evaluation for possible special education services shall be a part of the school's overall general education referral or screening system. Prior to referral, students experiencing difficulty in the general classroom should be considered for all support services available to all students, such as tutorial, remedial, compensatory, and other services. If the student continues to experience difficulty in the general classroom after the provision of interventions, school personnel must refer the student for a full and individual initial evaluation. Any referral for a Full and Individual Evaluation (FIE) may be initiated by school personnel, the student's parents, (or legal guardian), or another person involved in the education or care of the student. The referral for a full and individual initial evaluation must be completed in 60 calendar days as required by federal regulations.
2. When the possibility of a student's need for special education and related services has been brought to the attention of the KIPP Aspire Academy designee, the designee shall facilitate the completion of the initial referral within thirty calendar days by:
 - a. Recording the circumstances by date, origin and reason for concern;
 - b. Providing the student's parent(s) (or adult student) written notice that the student has been referred because of a suspected disabling condition and providing the parent with a copy and explanation of procedural safeguards, notice and consent for comprehensive individual assessment, and the opportunity to have input in the referral process through Parent/Social History Information form;
 - c. Collect health information to insure appropriateness of the referral;
 - d. Collect information from educational records;
 - e. Collect information from classroom teacher(s).

3. Before the school proposes or refuses to initiate or change the identification, evaluation, or education placement of a student or the provision of a free appropriate education to a student, the school shall provide written notice to the student's parent or guardian: APPLICATION
- Give the child's parent prior written notice, which included a full explanation of all procedural safeguards (see later section for full contents of notice) and describes any evaluation procedures the school proposes to conduct; and
 - Obtain parental consent for the evaluation.
4. KIPP Aspire Academy shall request the parent to sign consent form(s) for the mutual exchange of pertinent information where such information is available between the school, other agencies, and/or professionals.
5. When the collection of the pre-evaluation data is complete the evaluation team will review the data and KIPP Aspire Academy shall fully evaluate the student and arrive at a decision pursuant to this section within:
- Thirty (30) calendar days (also referred to as the formal evaluation period) after the date written consent for an evaluation has been provided by the parent(s) (or adult student); or
 - Thirty (30) calendar days (also referred to as the formal evaluation period) after the date the refusal of parent(s) (or adult student) to grant consent has been overridden pursuant to a hearing (or appeal); or
 - Such other time period as may be agreed to by the parent(s) (or adult student) and school authorities. KIPP Aspire Academy must specify the reasons for extending the timeline.
6. Parental consent shall not be construed as consent for placement. If the parents refuse consent for the evaluation, the school may continue to pursue an evaluation by utilizing mediation and due process procedures. If a parent revokes consent, that revocation is not retroactive (that is, it does not negate an action that has occurred after the consent was given and before the consent was revoked).
7. The initial evaluation shall consist of procedures to determine whether a child is a child with a disability, as defined and to determine that education needs of the child. In conducting the evaluation the school shall:
- Use a variety of assessment tools and strategies to gather relevant functional and development information, including information provided by the parent, that may assist in determining whether the child is a child with a disability, and the content of the child's Individual Education Plan (IEP), including information related to enabling the child to be involved in and progress in the general curriculum;
 - Not use any single procedure as the sole criterion for determining whether a child is child with a disability or determining an appropriate educational program for the child; and
 - Use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.
 - Assessment tools and strategies provide relevant information that directly assists person in determining the educational needs of the child.
8. In assessing or reassessing a student suspected of having a specific learning disability, KIPP Aspire Academy shall include on the evaluation team at least the following members:
- The student's general education teacher; or, if the student does not have a general education teacher, general education teacher qualified to teach a student of his or her age; or, for a child of less than school age, an individual qualified to teach a child at his or her age.

- b. At least one person qualified to conduct or interpret individual diagnostic examinations such as a school psychologist, speech and language pathologist, special education teacher or remedial reading teacher.
9. As part of an initial evaluation, and as part of any reevaluation, the Admission, Review, and Dismissal (ARD) committee and other qualified professionals, as appropriate, shall review existing evaluation data on the child, current classroom-based assessments and observations and teacher and related service providers' observations. On the basis of this review, and input from the child's parents, the ARD committee shall identify what additional data, if any are needed to determine:
 - a. Whether the child has particular category of disability, or in the case of a reevaluation, whether the child continues to such a disability;
 - b. The present levels of performance and educational needs of the child;
 - c. Whether the child needs special education and related services, or in the case of a reevaluation of a child, whether the child continues to need special education and related services; and
 - d. Whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the child's individualized education program and participate, as appropriate, in the general curriculum.
10. Evaluation materials, procedures, or instruments shall be provided and administered in a student's primary language or mode of communication, unless it is clearly not feasible to do so. Tests shall be selected and administered so as to ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors the test purports to measure.)
11. Each individual actually completing an evaluation will complete and sign an evaluation report. Information used to support the evaluation but which is not incorporated into the file (e.g., review of health records), shall be referenced as to date of record, location, and source person. The summaries shall specify the procedures and instruments used, the results obtained, and the apparent significance of findings as related to the student's instructional program, including a description of the specific factors which are interfering with the student's educational performance and the recommendations for special education and related services, including the need for an extended school year, needed to assist the student in benefiting from his or her educational placement.

The student's evaluation team shall review and analyze the reports of evaluation data and any other available data in each of the areas assessed. The conclusions, recommendations, and the facts and/or reasons resulting in the eligibility decision shall:

1. Identify the disabling condition(s), if any, which cannot be accommodated by general education, and requires the provision of special education services;
2. Reconcile any inconsistent or contradictory information and/or opinions evidenced in the evaluation data, if any, supporting conclusion(s) with appropriate data;
3. Relate the apparent significance, as appropriate, of such factors as test measurement error or cultural, environmental, economic, and behavior factors to the evaluation results;
4. Where specific test results obtained in any evaluation do not appear to the evaluation team to accurately reflect a student's expected performance, the evaluation team shall

apply professional judgment to determine eligibility for special education and related services. In such event, the evaluation team shall document in a written narrative the basis for such determination, the instruments used, and the data used for a determination of eligibility.

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5. Make recommendations to the individualized education program committee
6. regarding placement, special education and related services needed (including the need, if appropriate, of scheduling such services over a period of time that exceeds KIPP Aspire Academy regular school program), service options, needs for specialized materials or equipment, instructional and curricular practices and materials, student management strategies (i.e., reinforcement schedules) as determined by the evaluation team to be significant to the student's program.
7. Provide any necessary professional judgment(s) and the facts or reasons in support of the judgment(s).

If a parent disagrees with all or part of the KIPP Aspire Academy assessment, the parent may ask KIPP Aspire Academy to provide an Independent Educational Evaluation (IEE). IEE means an evaluation conducted by a qualified examiner not employed by the school responsible for the child in question. If a parent asks KIPP Aspire Academy to provide an IEE, then the KIPP Aspire Academy must do one of the following:

1. pay for the IEE (the IEE must meet KIPP Aspire Academy criteria specified and the evaluator must meet criteria listed under qualifications of certified special education personnel) or
2. initiate a due process hearing to show that KIPP Aspire Academy's evaluation is appropriate. If KIPP Aspire Academy prevails with the hearing, the parent still has the right to an IEE but not at public expense. [§300.503(b)]
 - a. If the parent obtains an IEE at private expense, the results may be presented as evidence at a hearing regarding the student.
 - b. If a hearing officer requests an IEE as part of a hearing, the cost of the IEE must be at public expense.
 - c. "Public expense" means that KIPP Aspire Academy either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent.

The parent(s) of a student (or the adult student) referred for special education and related services and assessed, or any disabled student eligible for special education and related services who is reevaluated, has the right to obtain an independent educational evaluation, subject to this section. KIPP Aspire Academy shall provide to the parent(s) (or adult student) on request, information about where an independent educational evaluation may be obtained. A parent (or adult student) has the right to an independent educational evaluation at public expense if the parent (or adult student) disagrees with the evaluation results obtained by KIPP Aspire Academy, as follows:

1. The parent(s) (or the adult student) should provide a written or verbal notice to the KIPP Aspire Academy designee which:
 - Indicates that the parent (or adult student) disagrees with the KIPP Aspire Academy evaluation; and
 - Requests an independent educational evaluation at public expense.
2. KIPP Aspire Academy will not deny payment for an independent educational evaluation solely because the parent did not provide prior notification of his or her intent to seek an independent educational evaluation at public expense.

KIPP Aspire Academy shall have the opportunity to initiate and conduct a hearing to show that its evaluation is appropriate. In this event, KIPP Aspire Academy shall provide the parent(s) (or the adult student) written notice within 15 days of the election to initiate a hearing. If the final decision of a due process hearing is that KIPP Aspire Academy evaluation is appropriate, the parent (or adult student) still has the right to an independent educational evaluation, but not at public expense. If KIPP Aspire Academy elects not to hold a due process hearing or is not upheld by the final decision of the due process hearing, the parent's (or adult student's) request for an independent evaluation shall be provided at public expense in accordance with the same criteria which KIPP Aspire Academy uses when it initiates an evaluation including, but not limited to, the location of the evaluation and the qualifications of the examiner. If a hearing officer requests an independent educational evaluation as part of a hearing, the cost of the evaluation shall be at public expense. If the parent (or adult student) obtains an independent educational evaluation at private expense, the results of the evaluation:

1. Shall be considered by KIPP Aspire Academy and documented in any decision made with respect to the provision of special education and related services to the student; and
2. May be presented as evidence at such hearings regarding that student as may be conducted.

Prior to the three-year anniversary date of an active special education student's FIE, a three-year re-evaluation must be completed. The process is as follows:

1. The diagnostician/LSSP will collect data, including updated parent (sociological) data, health information, teacher information (including current grades and levels of performance and degree of special education support required), and provided cumulative file review (standardized group achievement tests, TAAS and/or TAKS test results, past three year's report cards, etc.).
2. An ARD meeting is held to review information, collect any additional information and to determine if:
 - There is sufficient information available to determine if this is a student with a disability.
 - The student continues to require special education services (educational need).
 - If further assessment is needed to make the determination of either 1 or 2, and what areas require additional assessment.
3. The parent may request a FIE to be done in the areas for which the student is currently eligible or in other specific areas of suspected disability and the school will comply with that request. Parents must be given a notice of assessment and sign a consent form for the assessment that is recommended.
4. If further testing is recommended or requested, that testing must be completed, with an appropriate report, by the date of the three-year anniversary of the previous FIE.
5. This assessment report will be provided to parents when completed.
6. If this assessment indicates a need for changes in services/IEP goals and objectives, the ARD committee will meet to address these changes Within 30 school days.
7. If no further testing is recommended and the ARD committee establishes continued eligibility, the date of that ARD becomes the new FIE date. If further testing is done, the date of the resulting report is the new FIE date.

8. If no changes in eligibility or services are recommended, the parents will be provided a copy of the report. An opportunity to review the report with the diagnostician/LSSP and an ARD will be held within a reasonable amount of time.

APPLICATION

Development and implementation of the individualized education program (IEP)

(34 CRF 300.342-300.350; TEC 37.0021; 19 TAC 89.1050; 19 TAC 89.1053; 19 TAC 89.1055)

Each student's individualized education program (IEP), shall be a written document and will be developed on the basis of evaluation and parent input, where it is provided, and shall include:

1. A statement of the student's present levels of educational performance;
2. A statement of specific measurable annual goals including short-termed instructional objectives which are stated in terms that provide for measurement of progress, expected levels of performance, and the schedules for their accomplishments;
3. A statement of the specific special education and related services to be provided to the student based upon the individual needs of the student, as determined through the evaluation process. If modifications (supplementary aids and services) to the general education program are necessary to ensure participation in that program, those modifications must be described.
4. An explanation of the extent, if any, to which the student will be able to participate with non-disabled children in the regular classroom and extracurricular and nonacademic activities including physical education. If the student is unable to participate in the regular physical education program, a description of the specially designed physical education to be provided to the student shall be included;
5. A statement of how the child's progress toward the annual goals will be measured and how parents will be informed at least as often as parents of non-disabled students receive such notice of this progress;
6. A statement of any individual modifications in the administration of state or school-wide assessments;
7. The IEP developed for a student with a disability shall also include a statement of the needed transition services beginning at age 14 these goals shall updated annually. At age 16 a complete Individual Transition Plan (ITP) shall be developed that includes goals and objectives, based on a functional vocational evaluation, when appropriate, and anticipated post school outcome(s) this ITP shall be developed annually. When appropriate, a statement of the interagency responsibilities or linkages (or both) before the student leaves the school setting should included. The IEP will also take into account the student's preferences and wishes. In the case where a participating public agency fails to provide agreed upon services, KIPP Aspire Academy shall reconvene the ARD Committee as soon as possible to identify alternative strategies to meet transition objectives and, if necessary, revise the IEP, as long as the student is eligible for services;
8. If the ARD Committee determines that services are not needed in one or more of the areas specified in federal regulations, the IEP must include a statement to that effect and the basis upon which the determination is made.
9. The projected dates for initiation of services and the anticipated duration of the services, including minutes/hours per week, and the need for extended services for the school year over which such services shall be provided. In the event the individualized education program is the first in KIPP Aspire Academy for such student and the evaluation team has not made a determination as to the need for an extended school year for such student, the individualized education program team shall make its

recommendation on the length of the school year over which such services shall be provided prior to the conclusion of the regular 180 school days; APPLICATION

10. Any participating public agencies, including a state vocational rehabilitation public agency, will be responsible to provide or pay for any transition service that the public agency would otherwise provide to students with disabilities that meet the eligibility criteria of that public agency; and
11. Signatures of the committee members present and an indication of each member's agreement or disagreement with the decisions of the committee.
12. KIPP Aspire Academy shall provide the parent (or adult student) a copy of the individualized education program in their native language.

KIPP Aspire Academy's special education designee will make copies of the accepted IEP. One copy is to be filed in the student eligibility folder with the completed ARD forms and one given to parents/guardians. Additional copies may be distributed as needed (i.e., general education teacher copy, etc.).

Each student's Individual Educational Plan (IEP) will be reviewed by the ARD committee at least annually to determine the student's progress, the need for modifying the plan, and the student's continued need for special education services. The ARD committee may schedule an earlier review date if needed for review, modification, failure, etc. IEPs shall also be reviewed and documented at the beginning of the year and after breaks in the program for regression/recoupment information. At the annual review, the current IEP objectives shall be reviewed and documented on the IEP prior to the development and acceptance of a new IEP.

1. There should be some objectives that have been added/deleted/revised on the new IEP.
2. If there are no changes, the ARD committee should have written justification for the lack of revision and lack of a new IEP generated.

If the parent is unable to speak English one of the following will be done:

1. Provide the parent with a written or audio taped copy of the child's individualized educational program translated into Spanish if Spanish is the parent's native language; or
2. if the parent's native language is a language other than Spanish, make a good faith effort to provide the parent with a written or audio taped copy of the child's individualized education program translated into the parent's native language.

Recommendations for changes in the individual educational plan (IEP), including, changes in the student's placement, must be made to the ARD/IEP committee for formal action. Parents must be sent a Notice of ARD, and every effort made to ensure their participation. Document all efforts. Changes in the student's IEP, which need ARD action, may include, but not be limited to:

1. any change in schedule that would change the instructional arrangement. Time changes must be documented by completing appropriate data sheets and forwarding to special education.
2. assigning a student to a classroom to receive instruction in a different curriculum area (i.e. reading comprehension, math calculation, etc.) than was designated by the last ARD committee;
3. any addition or deletion of a related service;

4. when all of the goals and objectives have been met or when the teacher needs to add new objectives;
5. when a student with disabilities has not shown adequate progress as evidenced by failing grades, increased discipline referrals, etc.
6. when the teacher feels the IEP is not appropriate to the student's need; or
7. when a student with disabilities has been suspended, removed to an alternative educational program, or emergency removed for a total of 10 days in any one school year or any time. The IEP cannot be implemented in the AEP (alternative education placement) for over ten days without a manifestation determination and ARD review.

KIPP Aspire Academy will develop student IEP according to the following:

1. Special education Diagnostician using criterion referenced assessment information will complete the draft IEP selecting a minimum of one goal and two (2) objectives for each subject or developmental area anticipated. Assessment dates and current levels of performance must support all IEP goals and objectives. This may be based on Stanford-9 assessment and mastery of the previous IEP goals and objectives.
2. Complete IEP by writing in any individualized items needed. Complete header information marking DRAFT IEP, complete proposed evaluation procedures, and criteria.
3. During the ARD, write the date the IEP is accepted by ARD committee on the IEP.
4. Parents, as part of the ARD committee, have input into the IEP development. However, the school is responsible for the development of appropriate IEPs.

Each student receiving instruction in a special education class has an individual education program (IEP), which addresses the student's educational needs, educational goals and objectives.

1. The special education teacher shall utilize a lesson plan that reflects the short term objectives as stated on the IEP. Grades should evolve from the objectives with supporting documentation of how the grade was determined.
2. Numerical grades shall be recorded for each subject area in a grade book. Recommended minimum mastery level on an IEP objective should be 70%, as a grade of 70 is required for passing in KIPP Aspire Academy. If 70% is too high for mastery, the appropriateness of the objective should be reconsidered.
3. Care should be taken to ensure that objectives are written at a level that continues to challenge the student's abilities. This may necessitate adjustments in curriculum, methods, pacing, materials, criteria, etc.
4. If the student with disabilities fails to meet the expectations addressed in the IEP, the responsible teacher shall review the IEP for appropriateness of objectives; instructional levels; materials; and methods.
 - a. The teacher must document on the IEP the efforts made to try to help the student achieve success. IEP revisions and/or a behavior intervention plan should be considered.
 - b. In the event the student refuses to complete assignments and/or attend school despite repeated attempts to support the student and modify the instructional program, the student may be given a grade below 70 by the teacher, assuming that a Student Progress Notice was issued, according to local KIPP Aspire Academy procedures.
5. If a student with disabilities should fail to demonstrate progress (by failing grades, increased discipline problems, low test scores, etc.) the ARD committee must convene

to discuss the student's needs and make recommendations to help the student achieve success. APPLICATION

- a. In addition to the other required persons, the committee should include the teacher(s) of the class(es) the student failed.
 - b. Documentation of reasons for failure(s) and specific plans for remediation must be attached to the ARD/IEP Report. Positive behavior interventions should be implemented.
 - c. An ARD committee shall meet if the student is not attending school to discuss the appropriateness of the IEP, need for additional testing, and pursuit of compulsory attendance, if appropriate.
6. The grading of a special education student in a regular education classroom is based upon the ARD committee recommendations for, if any, modifications of essential elements and other modifications of pacing, methods, and materials needed. When the ARD committee has recommended modifications, the special education teacher is responsible for:
- a. informing the general education teacher of the recommended modifications
 - b. providing information concerning the student's achievement levels, learning style, and behavioral needs;
 - c. offering assistance to the regular education teacher on a scheduled basis, as recommended by the ARD committee; and
 - d. documenting contacts with the general education teacher.
7. On occasion, the ARD committee will recommend that a specific subject be taught in a combination general education/special education instructional arrangement. The regular and special education teachers who provide the instruction, as determined by the ARD committee, may determine the special education student's grade, in this situation, proportionately.
8. Parents of special education students must be informed of progress toward goals and objectives at least as often as parents of non-disabled students are informed of progress. Therefore, parents of special education students are to receive IEP reports on the same schedule that parents of general education students are informed of their progress through progress reports (generally in the middle of the grading period)
9. Only in the most limited of circumstances may a teacher of a self-contained program use a different report card. All other special education students should receive a report card that follows the same format as that for general education students.
10. Courses should not be identified as "special education." Terms that can be applied to remedial courses taken by both disabled and nondisabled student, such as "basic," "level 1" or "practical" may be used. Asterisks or other symbols or codes may be used to indicate a modification or exception to the generally applicable grading scale, provided the symbols or codes are also used for non-disabled students who are also exceptions to the scale on another basis.
11. Unless the ARD committee designates otherwise,
- a. For a student who receives instruction 50% or more of the day in the special education classroom, the special education teacher is responsible for carrying the student on the attendance roll and recording the grades on the report card and permanent records. *The general education teacher is responsible for reporting the student's grades to the special education teacher for recording purposes in the subject areas in which the student receives general education instruction.

- b. When a student is enrolled in the homebound program, the general classroom teacher will be responsible for grading all assignments and recording grades on the report card and permanent record for all subject areas.

APPLICATION

Extended Year Services

(34 CRF 300.309; 19 TAC 89.1065)

The need for Extended Year Services (EYS) will be determined on an individual basis by the ARD committee. KIPP Aspire Academy already has an extended year built into its calendar for all students with vacation time ranging from one day for a select holiday to no more than five weeks for summer vacation. While, this will not be considered EYS for special education students, KIPP Aspire Academy will provide needed EYS services as determined by the ARD committee, including appropriate transportation. The need for EYS will be documented from formal and/or informal evaluation provided by KIPP Aspire Academy or the parents. The documentation will demonstrate that one or more critical areas addressed in the current IEP objectives, the student has exhibited, or reasonably may be expected to exhibit, severe or substantial regression that cannot be recouped within a reasonable time period. The reasonable time period for recoupment of acquired critical skills shall be determined on the basis of needs identified in each student's IEP.

Least restrictive environment (LRE) placement

(34 CFR 300.550-300.553); 19 TAC 89.63(a-c))

KIPP Aspire Academy commits to the placement and provision of services to each student with disabilities in his or her IEP as follows:

1. to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and
2. special classes, separate schooling or other removal of children with disabilities from the regular educational environment occurs only when 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.
3. a continuum of services and placements is available to meet the needs of children with disabilities for special education and related services.
4. supplementary services may be provided in conjunction with regular class placement.
5. the educational placement of each child is determined annually;
6. the educational placement of each child is based on his/her IEP;
7. the educational placement of each child is as close as possible to the student's home;
8. the various alternative placements are available to the extent necessary to implement the IEP for each child with a disability;
9. unless the IEP of the child with a disability requires some other arrangement, the child is educated in the school that he or she would attend if nondisabled.
10. in selecting the LRE, consideration is given to any potential harmful effects on the child or on the quality of services that could result from the placement /services.

The ARD committee will assure that students with disabilities are educated with nondisabled students to the maximum extent appropriate to meet the students' individual education plan and overall educational needs (including academic and development areas such as language and social).

1. Removal of the student from general education will occur only when the nature and severity of the disability is such that education in general classes, including art, music,

and PE with the use of supplementary aids and services, cannot be achieved satisfactorily.

APPLICATION

2. This removal will be based on a review of the student's educational status which may include but are not limited to information from KIPP Aspire Academy staff, parents, assessment data, grades/achievement data, psychological data, medical data, related services data, or other pertinent information.
3. Supplementary aids and services may include but are not limited to: team teaching, content mastery, helping teacher, modifications, etc. as determined by the ARD committee.
4. The ARD will document that there is a continuum of services and placements available and alternative placements were tried or considered such as: Chapter programs, compensatory education, school health services, bilingual classes, ESL, Dyslexia program, Tutorials, TAKS remediation, Pre-K program, adaptive equipment, or other provisions as determined by the ARD.
5. In selecting the least restrictive environment, potentially harmful effects of any possible placement or services will be considered.
6. The ARD committee assures that the student is provided the opportunity to participate in nonacademic and extracurricular activities on the same basis with nonhandicapped students to the maximum extent appropriate considering the needs of that student. If the student is not able to participate, the ARD will specify areas and state why the student is excluded based on his/her individual needs and abilities.
7. The ARD committee will determine placement annually and will base the decision on the student's IEP. The ARD committee will assure that placement is in the school the student would normally attend if not handicapped unless the IEP requires otherwise.

In providing programs, services, and activities for students with disabilities, KIPP Aspire Academy shall first use those resources made available to all students. When appropriate, students receiving special education services shall:

1. remain in the general education program with special education support services, supplementary aids, or other special arrangements, if needed;
2. be educated to the maximum extent appropriate with students who are not receiving special education services;
3. be placed in a program as close as possible to the student's home;
4. be provided opportunities to participate in school activities on the same basis as students who are not receiving special education services; and
5. be offered an opportunity for interaction on a regular basis with students who are not receiving special education services.

Based on Daniel R.R. v. State Board of Education 874 F.2d 1036 (5th Cir. 1989), the following are points for discussion and documentation as an ARD committee will be used to determine the appropriateness of the Least Restrictive Environment for a student with disabilities.

1. Can education in the general classroom, with the use of supplementary aids and services, be achieved satisfactorily for the student?
 - a. Has the campus taken steps to accommodate the student with disabilities in the general classroom?
2. Did the campus provide supplementary aids and services?
3. Did the campus provide modifications?
4. Are the services provided sufficient?

- a. KIPP Aspire Academy does not have to provide every conceivable supplementary aid or service.
 - b. IDEA (Individuals with Disabilities Education Act) does not require general education teachers to devote all or most of their time to one student with a disability.
 - c. IDEA does not require that general education teachers modify the general education program beyond recognition.
 - d. General education teachers are not required to modify the regular education curriculum to the extent that the student with disabilities is not required to learn any of the skills normally taught in general education.
3. Will the student receive an educational benefit from the general curriculum?
 - a. Can the student grasp the essential elements of the general education curriculum?
 - b. Consider and document the nature and severity of the student's disability in relation to receiving educational benefit from general education.
 4. Examine the student's overall educational experience in the mainstreamed environment balancing the benefits of general and special education for each individual student.
 5. What effect does the presence of the student with disabilities' have on the education of others in the general classroom environment?
 - a. Discuss and document any disruptions in the classroom.
 - b. Does the student require so much of the teacher's attention that the teacher will have to ignore the other students' needs in order to attend to the student with disabilities.

If education in a general classroom cannot be achieved satisfactorily, KIPP Aspire Academy will determine whether the student has been mainstreamed to the maximum extent appropriate for that student.

1. Determine if all academic and non-academic classes in general education with nondisabled peers has been considered or tried.
2. Determine if mainstreaming for lunch, recess, or other times been considered.

Transition planning

(34 CFR 300.29; TEC 29.011; 19 TAC 89.1110)

KIPP Aspire Academy will work in transition teams to include the student, parent/guardian and, to the extent appropriate, general education, special education, and vocational education personnel representatives of participating agencies. Beginning at age 14, and updated annually, the IEP will include a statement of transitional service need that focus on the student's course of study. Transition needs will be addressed at the ARD/IEP meeting and a transitional brochure will be given to the parent and/or guardian. KIPP Aspire Academy special education personnel will develop an Individual Transition Plan (ITP) for qualified students and notify local agencies that may be able to assist the student with transition needs. The transition team will focus on the development and implementation of transition plans which help to guide the student towards developing skills to function as an adult upon graduation from high school, ITPs will serve as a map to help the student realize and achieve personal goals, focusing on four important areas of adult life: 1) employment and education, b) living arrangements, c) community and recreation, and d) instructional skills to help the student succeed.

The ITP will be developed on or before the student's 16th birthday and will include: individual planning based upon current information regarding the individual's knowledge, skills, abilities, and preferences; use of information derived from an ITP will be used to assess local and regional transition service needs; use of local and regional needs assessment information to identify statewide transition service needs. An ITP will include objective to meet each student's needs related to instruction, related services, community experience opportunities, development of post-secondary employment objectives, development of other post-secondary adult living objective, and acquisition of daily living skills and functional vocational education when appropriate.

Implementation of the ITP is the responsibility of KIPP Aspire Academy, the student, the parent, and any agencies who provide services to adults with disabilities and who are names in the plan as providers.

**Certified personnel for the provision of services to children with special needs
(34 CFR 300.26; 34 CFR 300.136; 19 TAC 89.1131; SBEC requirements)**

All special education personnel shall be certified, endorsed, or licensed in the area or areas of assignment in accordance with provisions relating to teacher certification. If a staff member does not have the skills and knowledge needed for the assignment, KIPP Aspire Academy shall make provisions for the person to acquire the necessary skills and knowledge. Special education personnel may be employed on a full-time or part-time basis. All Texas Teacher Certifications will be file in KIPP Aspire Academy's main office. Teachers who hold a special education certificate, an academic teaching field, specialization, or endorsement may be assigned to any level of a basic special education instructional program serving students, except for the following:

1. The special educational designee performs administrative managerial duties as needed to fully implement a comprehensive special education program. The administrator assumes responsibility for coordinating all facets of the special education program, including referrals of special education students to and from other agencies, in order to allow a smooth transition from one service to another. The special education designee conducts staff in-services deemed appropriate to KIPP Aspire Academy's professional development module. The special education designee monitors student academic and behavioral conduct as well as consult with general education teachers about appropriate modifications and monitoring techniques. The special education designee provides leadership in the instructional program, and may be responsible for the appraisal process.
2. The educational diagnostician is responsible for the assessment of intelligence and of educational functioning, and for the collection and analysis of data pertaining to sociological variables for the student. Diagnostician responsibilities include conducting comprehensive assessments of students referred for special education placement; participating in the development of individual educational plans; and consulting with teachers, parents and community agencies concerning prevention or intervention strategies relating to learning and behavioral problems of students. The educational diagnostician provides consultation to teachers, parents, other support personnel, and community agencies including, but not limited to, consultation concerning individual educational plan implementation and strategies for learning. The diagnostician also serves on the ARD committees and may attend referral committee meetings at each grade level.

3. Persons assigned to provide speech therapy instructional services must hold a valid state license as a speech/language pathologist. Persons holding a Texas Education Agency certificate may be employed to render such services only if an acceptable applicant who holds a valid state license as a speech/language pathologist is not available.

Teachers who hold a special education certificate, an academic teaching field, specialization, or endorsement may be assigned to any level of a basic special education instructional program serving students between the ages of three and twenty-one, except for the following:

1. Persons assigned to provide speech therapy instructional services must hold a valid state license as a speech/language pathologist. Persons holding a Texas Education Agency certificate may be employed to render such services only if an acceptable applicant who holds a valid state license as a speech/language pathologist is not available.
2. Teachers assigned full-time to teaching students who are orthopedically impaired or other health impaired, with the teaching station in the home or a hospital, shall not be required to hold a special education certificate or endorsement as long as the personnel file contains an official transcript indicating that the teacher has completed a three-semester-hour survey course in the education of the handicapped and three semester hours directly related to teaching physically impaired children or other health impaired children.
3. Teachers certified in the education of students with visual impairments shall be available to students who are visually impaired through one of the school KIPP Aspire Academy's instructional options or through a cooperative arrangement with other school districts or the education service center.
4. Teachers certified in deaf or hearing impaired shall be available to students who are deaf or hearing impaired through the Regional Day School Program for the Deaf or through a cooperative arrangement with other school districts or the education service center.

Services to expelled students

(34 CFR 300.121(d); 34 CFR 300.522; TEC Chapter 37 – 10-day rule)

KIPP Aspire Academy will continue to provide services as specified in the IEP for any student expelled from the school until the age of majority, until and unless that student enrolls in another school or district. School Board Policies (FOA and FOD) include rules for disabled students. KIPP Aspire Academy special education designee will be responsible for tracking the number of days of emergency removal, suspension, removal to an alternative education placement, or in school suspension for purposes of ARD action within the required number of days. When scheduling an ARD by mail or by phone, KIPP Aspire Academy will complete the notice and be certain to check "placement" as well as "discipline" as the purpose of the meeting. When expelling a student, KIPP Aspire Academy will send home the Notice of Change of Placement form to comply with procedural safeguards required in federal law. If the current IEP cannot be implemented while the student is in an alternative placement for more than ten (10) days or on expulsion, then the IEP will be revised during this time in such a manner that it can be implemented. Whenever possible, the IEP that was in place will be implemented. KIPP Aspire Academy will document justification for any change in the IEP.

KIPP Aspire Academy will keep accurate, updated records on discipline reports for special education students, including (1) the infraction, (2) the consequence, and (3) the number of days out of placement.

APPLICATION

1. Short-term removals totaling less than 10 days do not result in a change of placement and an ARD is not required:
2. Short-term removals totaling more than 10 days in a school year which do not constitute a change of placement:
 - a. ARD meeting is convened no later than 10 school days after the student is first removed for more than 10 days in a school year (or when the 11th day is assigned).
 - b. ARD committee conducts/plans a functional behavior assessment (FBA) and, as soon as possible after the FBA is completed, develops a behavior intervention plan (BIP) to address the necessary behavior(s), if the FBA and BIP are not already in place.
 - c. If the student currently has a BIP, an ARD committee meets to review it and its implementation.
 - d. If subsequent short-term removals occur (after the first 10 day removal during the school year), members of the ARD committee review the BIP and its implementation to determine if modifications are necessary.
 - e. If one or more members of the ARD committee believe that modifications are needed, an ARD meeting is held to modify the BIP and its implementation.
 - f. For any days of removal of a student for more than 10 days in a school year, the student is provided with necessary services to progress appropriately in the general curriculum and toward achieving his/her IEP goals.
3. Removals constituting a change of placement:
 - a. Not later than the date on which the decision which resulted in the change of placement was made, the parents of the student are notified of the decision and provided with notice of their procedural safeguard.
 - b. An ARD meeting is convened no later than 10 school days after the date of the decision which resulted in a change of placement was made.
 - c. If an FBA and BIP are not in place, the ARD committee completes the FBA and develops interventions (BIP) to address the behavior.
 - d. If the student already has an FBA and BIP, the ARD committee meets to review the BIP and its implementation, and modifies the BIP as necessary to address the behavior.
 - e. The ARD committee conducts a manifestation determination review (MDR). The timeline is no later than 10 school days from the date of the decision to change the student's placement.
 - f. For any days of removal of a student for more than 10 days in a school year, the student is provided with necessary services to progress appropriately in the general curriculum and toward achieving his/her IEP goals.
4. In the event that a special education student is removed to an alternative educational placement (AEP) for 45 calendar days or more for the possessing a weapon, using or possessing illegal drugs, or selling or soliciting the sale of a controlled substance at school or a school function:
 - a. An ARD committee is convened to address the FBA, BIP, and MDR components as described in previous sections.

- b. The student can be placed in an AEP for up to 45 days regardless of the results of the ARD committee, provided a child without a disability would be subject to such discipline for a similar amount of time.
5. If a student's parents(s) request a due process hearing, the student's placement pending the resolution of the hearing is:
- a. AEP if the assignment to AEP is for 45 calendar days or less
- b. The student's placement before the misconduct in question if the AEP assignment is for more than 45 calendar days and the 45 days has been exceeded, or if the KIPP Aspire Academy proposes to change the student's placement after the end of the 45 days.
6. In situations resulting in expulsions the following steps are to be taken:
- a. Follow the preceding steps for notice to parents of decision and provision of procedural safeguards and completion of the FBA, BIP, MDR, and ARD process.
- b. The team leader or campus administrator must notify the special education office when a student commits an expellable offense.

**Allowable expenditures of state special education funds
(19 TAC 89.1125)**

The financial records of KIPP Aspire Academy will be available on request to provide documentation that all moneys received for the purpose of funding the special education program at the school were allotted and expended appropriately. All programs of the school will be annually audited. Special education funds will be expended according to state and federal guidelines, as well as those to be documented in the KIPP Aspire Academy policy and procedures manual. Federal funds are only used to supplement and not supplant state and local special education funds. A maximum of 15% of state special education funds may be used by KIPP Aspire Academy for general administrative costs. General administrative costs include the special education program's share of:

1. special education program administration, including but not limited to clerical personnel, and cooperative aide if applicable;
2. general school administration;
3. plant operations;
4. data processing costs;
5. facilities costs; and
6. other indirect costs.

KIPP Aspire Academy will expend State Special education funds in the following ways:

1. 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 general education program in order for students with disabilities to be included in the general 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 admission, review, and dismissal committee for an appropriate program for the student with disabilities. Assignments may include duties supportive to school operations equivalent to those assigned to general education personnel. Personnel assigned to provide support services to the general education program as stated above may be fully funded from special education funds. If personnel are assigned to special education on less than a full-time basis, except as

stated above, only that portion of time in which the personnel are assigned to students with disabilities shall be paid from state special education funds.

2. State special education funds may be used for special materials, supplies, and equipment which are directly related to the development and implementation of individual educational plans of students with special needs 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. The following information should assist teachers in obtaining needed materials.

- a. Special education Budget

1. Special requests may be made for academic materials, (i.e., A.V. equipment, instructional kits, computer software, electronic equipment, other teaching aids) which cannot be purchased from the campus budget.
2. A Request for Materials form will be completed by teachers/staff for projected new materials for the fall. However, when the arrival of a new student creates an unanticipated need for additional materials, an order form should be completed and forwarded to the Special education Designee.
3. Teacher must complete one form per vendor/company.

- b. Local Campus Budget

1. The School Director designates an amount of money for pens, paper, tape, folders, stapler, construction paper, rulers, scissors, glue, index cards - items that can be ordered as office/classroom supplies which are furnished for all teachers.
2. All rooms should have desks, chairs, tables, and file cabinets. Furniture comes from the local building budget. Exception: Specialized Adaptive Equipment/Furniture

- c. OT/PT Equipment

An OT/PT can identify the equipment need for students receiving therapy services or a classroom teacher can identify a specific type of equipment needed for the classroom and then discuss the need with the therapist serving that student. The therapist will make the final determination of need. The therapist will then check the list of equipment in SERS and other available resources to determine if that item is available. If the item is not available for use the therapist will complete a purchase order and submit it to the Special education Designee for approval.

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

When such funds are used to contract with a consultant, KIPP Aspire Academy shall:

1. document the amount paid;
2. document that the consultant had the appropriate credentials;
3. maintain a record of service performed, the purpose of the service, and to whom the service was provided;
4. maintain a written contract or agreement and evidence that a contract or agreement was signed prior to the service being offered and that the terms were carried out before payment was made;

5. document that the services could not have been provided by an employee within the KIPP Aspire Academy;
6. pay the consultant a fee rather than a salary;
7. document that there was no conflict of interest in hiring the consultant;
8. document that any travel expenses paid the consultant did not exceed state rates and allowances.

APPLICATION

Special education basic support funds may be used for transportation only to and from residential placements as defined in SBOE 89.217(c)(2). Prior to using federal funds for transportation costs to and from a residential facility, KIPP Aspire Academy must 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 special education staff travel to perform services. Funds may also be used to pay travel of staff to attend staff development meetings for the purpose of improving performance in assigned positions. The purpose for attending shall not include time spent in performing functions relating to the operation of professional organizations.

1. Special education staff shall be reimbursed in accordance with KIPP Aspire Academy policies concerning travel for all staff.
2. Reimbursement paid from state or federal special education funds shall not exceed those rates established in the current regulations for travel for state employees. (if the KIPP Aspire Academy's reimbursement rates exceed the state rates, the difference must be paid from local funds.)
3. Records shall be kept by KIPP Aspire Academy documenting mileage, destination, and the purpose of all travel paid from funds.

Describe how your school meets the needs of children who qualify for Section 504.

Under Section 504 and Title II, students with disabilities enrolled in public schools, including KIPP Aspire Academy, are entitled to a free appropriate public education (FAPE). The Section 504 regulation includes several substantive and procedural requirements regarding the provision of FAPE. Among these requirements is that a student with a disability must receive appropriate regular or special education and related aids and services. The requirement is designed so that the individual educational needs of the disabled student are met as adequately as the needs of nondisabled students. KIPP Aspire Academy will follow these requirements.

Consistent with civil rights requirements, KIPP Aspire Academy students with disabilities will be provided a range of choices in programs and activities that is comparable to that offered to students without disabilities. This includes an opportunity to participate in a range of nonacademic or extracurricular programs and activities offered at the school. Any KIPP Aspire Academy student with a disability will be educated with nondisabled students to the maximum extent appropriate for the disabled student.

It is the policy of the KIPP Aspire Academy to provide a free and appropriate public education to each qualified disabled student within its jurisdiction, regardless of the nature or severity of the disability. Consequently, it is the intent of KIPP Aspire Academy to ensure that students who are disabled within the definition of Section 504 are identified, evaluated and provided

CHARTER HOLDER SPECIAL EDUCATION ASSURANCES

DIRECTIONS:

- Type or print the name of the charter holder and the charter school in the General Assurance Statement below.
- The Chairperson of the Board of the Charter Holder must **initial** each of the section titles on the lines below AND **check** ☒ each of the selected cites in the boxes below to indicate the charter holder's assurance of compliance with each of the specific cites.
- The Chairperson of the Board of the Charter Holder must **sign** the document in the space provided on the final page of the assurances.
- Mail the original signed document to **Ms. Marty Murrell, Division of Special Education Programs and Complaints, Texas Education Agency, 1701 N. Congress, Austin, TX 78701.**

NOTE:

The rules and regulations have been slightly modified to clarify the charter holder's responsibility. Changes to actual regulations are indicated by brackets. Empty brackets indicate deletions. Brackets around words indicate paraphrased or changed wording.

General Assurance Statement

KEPP FOUNDATION, charter holder for KEPP ASPIRE ACADEMY Charter School, assures that it has policies and procedures in place that ensure implementation of all federal regulations, Texas laws, State Board of Education (SBOE) rules, and commissioner rules related to students with disabilities, including those initiated and checked below, and further assures that any future amendments to the regulations, laws, and rules will be incorporated and implemented.

A. Child Find

Initial: JS

☒ **34 CFR §300.125. Child Find.**

(a) General requirement.

(1) The [charter holder] shall have in effect policies and procedures to ensure that—

- (i) All children with disabilities, [enrolled in the charter school or who contact the charter school regarding enrollment], regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, and evaluated; and
- (ii) A practical method is developed and implemented to determine which children are currently receiving needed special education and related services.

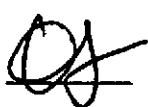
(2) The requirements of paragraph (a)(1) of this section apply to—

- (i) Highly mobile children with disabilities (such as migrant and homeless children); and
- (ii) Children who are suspected of being a child with a disability under [CFR 34] §300.7 and in need of special education, even though they are advancing from grade to grade.

[(c) The charter holder will notify the local ECI program of all children suspected of having a disability, from birth through the age of two, within 2 working days. The charter holder will maintain documentation of the referral and that the individual evaluation occurred within 45 calendar days.]

- (e) Confidentiality of child find data. The collection and use of data to meet the requirements of this section are subject to the confidentiality requirements of §§300.560-300.577.

B. Confidentiality

Initial: 

☒ TEC §26.004. Access to Student Records.

[The charter holder recognizes] that a parent is entitled to access to all written records of a school district or [charter holder] concerning the parent's child, including:

- (1) attendance records;
- (2) test scores;
- (3) grades;
- (4) disciplinary records;
- (5) counseling records;
- (6) psychological records;
- (7) applications for admission;
- (8) health and immunization information;
- (9) teacher and counselor evaluations; and
- (10) reports of behavioral patterns.

☒ 19 TAC §89.1050(f)(3) [Transfer of Records].

- (f) (3) In accordance with TEC §25.002, the school district [or charter school] in which the student was previously enrolled will furnish the new school district [or charter school] with a copy of the student's records, including the child's special education records, not later than the 30th calendar day after the student was enrolled in the new school []. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C., §1232g, does not require the student's current and previous school districts [or charter schools] to obtain parental consent before requesting or sending the student's special education records if the disclosure is conducted in accordance with 34 CFR, §99.31(a)(2) and §99.34.

☒ 34 CFR §300.127. Confidentiality of personally identifiable information.

- (a) The [charter holder] must have on file in detail the policies and procedures [] to ensure protection of the confidentiality of any personally identifiable information, collected, used, or maintained under Part B of the [IDEA].

☒ 34 CFR §300.560. Definitions.

As used in §§300.560-300.577—

- (a) Destruction means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.
- (b) Education records means the type of records covered under the definition of "education records" in 34 CFR part 99 (the regulations implementing the Family Educational Rights and Privacy Act of 1974).
- (c) Participating agency means any agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of the [IDEA].

☒ 34 CFR §300.561. Notice to parents.

- (a) The [charter holder] shall give notice that is adequate to fully inform parents about the requirements of §300.127, including—
- (1) A description of the extent that the notice is given in the native languages of the various population groups in the State;

- (2) A description of the children on whom personally identifiable information is maintained, the types of information sought, the methods the [charter holder] intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information;
 - (3) A summary of the policies and procedures that the [charter holder] must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information; and
 - (4) A description of all of the rights of parents and children regarding this information, including the rights under the Family Educational Rights and Privacy Act of 1974 and implementing regulations in 34 CFR part 99.
- (b) Before any major identification, location, or evaluation activity, the notice must be published or announced in newspapers or other media, or both, with circulation adequate to notify parents of the activity.

☒ **34 CFR §300.562. Access rights.**

- (a) [The charter holder] shall permit parents to inspect and review any education records relating to their children that are collected, maintained, or used by the [charter holder] under this part. The [charter holder] shall comply with a request without unnecessary delay and before any meeting regarding an IEP, or any hearing pursuant to §§300.507 and 300.521-300.528, and in no case more than 45 days after the request has been made.
- (b) The right to inspect and review education records under this section includes—
 - (1) The right to a response from the [charter holder] to reasonable requests for explanations and interpretations of the records;
 - (2) The right to request that the [charter holder] provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and
 - (3) The right to have a representative of the parent inspect and review the records.
- (c) [The charter holder] may presume that the parent has authority to inspect and review records relating to his or her child unless the [charter holder] has been advised that the parent does not have the authority under applicable State law governing such matters as guardianship, separation, and divorce.

☒ **34 CFR §300.563. Record of access.**

[The charter holder] shall keep a record of parties obtaining access to education records collected, maintained, or used under Part B of the [IDEA] (except access by parents and authorized employees of the [charter holder]), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

☒ **34 CFR §300.564. Records on more than one child.**

If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information.

☒ **34 CFR §300.565. List of types and locations of information.**

[The charter holder] shall provide parents on request a list of the types and locations of education records collected, maintained, or used by the [charter holder].

☒ **34 CFR §300.566. Fees.**

- (a) [The charter holder] may charge a fee for copies of records that are made for parents under this part if the fee does not effectively prevent the parents from exercising their right to inspect and review those records.
- (b) [The charter holder] may not charge a fee to search for or to retrieve information under this part.

☒ **34 CFR §300.567. Amendment of records at parent's request.**

- (a) A parent who believes that information in the education records collected, maintained, or used under this part is inaccurate or misleading or violates the privacy or other rights of the child may request the [charter holder] that maintains the information to amend the information.
- (b) The [charter holder] shall decide whether to amend the information in accordance with the request within a reasonable period of time of receipt of the request.
- (c) If the [charter holder] decides to refuse to amend the information in accordance with the request, it shall inform the parent of the refusal and advise the parent of the right to a hearing under §300.568.

☒ **34 CFR §300.568. Opportunity for a hearing.**

The [charter holder] shall, on request, provide an opportunity for a hearing to challenge information in education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child.

☒ **34 CFR §300.569. Result of hearing.**

- (a) If, as a result of the hearing, the [charter holder] decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it shall amend the information accordingly and so inform the parent in writing.
- (b) If, as a result of the hearing, the [charter holder] decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it shall inform the parent of the right to place in the records it maintains on the child a statement commenting on the information or setting forth any reasons for disagreeing with the decision of the [charter holder].
- (c) Any explanation placed in the records of the child under this section must—
 - (1) Be maintained by the [charter holder] as part of the records of the child as long as the record or contested portion is maintained by the [charter holder]; and
 - (2) If the records of the child or the contested portion is disclosed by the [charter holder] to any party, the explanation must also be disclosed to the party.

☒ **34 CFR §300.570. Hearing procedures.**

A hearing held under §300.568 must be conducted according to the procedures under 34 CFR 99.22

☒ **34 CFR §300.571. Consent.**

- (a) Except as to disclosures addressed in §300.529(b) for which parental consent is not required by Part 99, parental consent must be obtained before personally identifiable information is—
 - (1) Disclosed to anyone other than officials of participating agencies collecting or using the information under this part, subject to paragraph (b) of this section; or
 - (2) Used for any purpose other than meeting a requirement of this part.
- (b) An educational agency or institution subject to 34 CFR Part 99 may not release information from education records to participating agencies without parental consent unless authorized to do so under part 99.

☒ **34 CFR §300.572. Safeguards.**

- (a) [The charter holder] shall protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.
- (b) One official at [the charter school] shall assume responsibility for ensuring the confidentiality of any personally identifiable information.
- (c) All persons collecting or using personally identifiable information must receive training or instruction regarding the State's policies and procedures under §300.127 and 34 CFR part 99.
- (d) [The charter holder] shall maintain, for public inspection, a current listing of the names and positions of those employees within the [charter school] who may have access to personally identifiable information.

☒ **34 CFR §300.573. Destruction of information.**

- (a) The [charter holder] shall inform parents when personally identifiable information collected, maintained, or used under this part is no longer needed to provide educational services to the child.
- (b) The information must be destroyed at the request of the parents. However, a permanent record of a student's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.

☒ **34 CFR §300.574. Children's rights.**

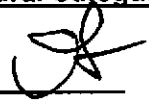
- (a) The [charter holder] shall provide policies and procedures regarding the extent to which children are afforded rights of privacy similar to those afforded to parents, taking into consideration the age of the child and type or severity of disability.
- (b) Under the regulations for the Family Educational Rights and Privacy Act of 1974 (34 CFR 99.5(a)), the rights of parents regarding education records are transferred to the student at age 18.

- (c) If the rights accorded to parents under Part B of the [IDEA] are transferred to a student who reaches the age of majority, consistent with §300.517, the rights regarding educational records in §§300.562-300.573 must also be transferred to the student. However, the [charter holder] must provide any notice required under section 615 of the [IDEA] to the student and the parents.

☒ **34 CFR Part 99**

[The charter holder assures that it will abide by the Family Education Rights and Privacy Act (FERPA).]

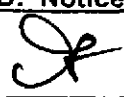
C. Procedural Safeguards

Initial: 

☒ **34 CFR §300.504. Procedural safeguards notice.**

- (a) General. A copy of the procedural safeguards available to the parents of a child with a disability must be given to the parents, at a minimum—
- (1) Upon initial referral for evaluation;
 - (2) Upon each notification of an IEP meeting;
 - (3) Upon reevaluation of the child; and
 - (4) Upon receipt of a request for due process under §300.507.
- (b) Contents. 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—
- (1) Independent educational evaluation;
 - (2) Prior written notice;
 - (3) Parental consent;
 - (4) Access to educational records;
 - (5) Opportunity to present complaints to initiate due process hearings;
 - (6) The child's placement during pendency of due process proceedings;
 - (7) Procedures for students who are subject to placement in an interim alternative educational setting;
 - (8) Requirements for unilateral placement by parents of children in private schools at public expense;
 - (9) Mediation;
 - (10) Due process hearings, including requirements for disclosure of evaluation results and recommendations;
 - (11) State-level appeals (if applicable in that State);
 - (12) Civil actions;
 - (13) Attorneys' fees; and
 - (14) The State complaint procedures under §§300.660-300.662, including a description of how to file a complaint and the timelines under those procedures.
- (c) Notice in understandable language. The notice required under paragraph (a) of this section must meet the requirements of §300.503(c).

☒ [The charter holder will use the most current edition of the Notice of Procedural Safeguards, issued by the Texas Education Agency, to meet the requirement under 34 CFR §300.504(b) and (c).]

D. NoticeInitial: ☒ 19 TAC §89.1015. Time Line for All Notices.

"Reasonable time" required for the written notice to parents under 34 Code of Federal Regulations (CFR), §300.503, is defined as at least five school days, unless the parents agree otherwise.

☒ 34 CFR §300.503. Prior notice by the [charter holder]; content of notice.

(a) Notice.

- (1) Written notice that meets the requirements of paragraph (b) of this section must be given to the parents of a child with a disability a reasonable time before the [charter holder] —
 - (i) Proposes to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child; or
 - (ii) Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child.
- (2) If the notice described under paragraph (a)(1) of this section relates to an action proposed by the [charter holder] that also requires parental consent under §300.505, the [charter holder] may give notice at the same time it requests parent consent.

(b) Content of notice. The notice required under paragraph (a) of this section must include—

- (1) A description of the action proposed or refused by the [charter holder];
- (2) An explanation of why the [charter holder] proposes or refuses to take the action;
- (3) A description of any other options that the [charter holder] considered and the reasons why those options were rejected;
- (4) A description of each evaluation procedure, test, record, or report the [charter holder] used as a basis for the proposed or refused action;
- (5) A description of any other factors that are relevant to the [charter holder's] proposal or refusal;
- (6) A statement that the parents of a child with a disability have protection under the procedural safeguards of this part and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained; and
- (7) Sources for parents to contact to obtain assistance in understanding the provisions of this part.

(c) Notice in understandable language.

- (1) The notice required under paragraph (a) of this section must be—
 - (i) Written in language understandable to the general public; and
 - (ii) Provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so.
- (2) If the native language or other mode of communication of the parent is not a written language, the [charter holder] shall take steps to ensure—
 - (i) That the notice is translated orally or by other means to the parent in his or her native language or other mode of communication;
 - (ii) That the parent understands the content of the notice; and
 - (iii) That there is written evidence that the requirements in paragraphs (c)(2) (i) and (ii) of this section have been met.

☒ 34 CFR §300.345. Parent participation.

- (a) [Charter holder] responsibility—general. The [charter holder] shall take steps to ensure that one of both of the parents of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate, including—
 - (1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and

- (2) Scheduling the meeting at a mutually agreed on time and place.
- (b) Information provided to parents.
 - (1) The notice required under paragraph (a)(1) of this section must—
 - (i) Indicate the purpose, time, and location of the meeting and who will be in attendance; and
 - (ii) Inform the parents of the provisions in §300.344(a)(6) and (c) (relating to the participation of other individuals on the IEP team who have knowledge or special expertise about the child).
 - (2) For a student with a disability beginning at age 14, or younger, if appropriate, the notice must also—
 - (i) Indicate that a purpose of the meeting will be the development of a statement of the transition services needs of the student required in §300.347(b)(1); and
 - (ii) Indicate that the [charter holder] will invite the student.
 - (3) For a student with a disability beginning at age 16, or younger, if appropriate, the notice must—
 - (i) Indicate that a purpose of the meeting is the consideration of needed transition services for the student required in §300.347(b)(2);
 - (ii) Indicate that the [charter holder] will invite the student; and
 - (iii) Identify any other agency that will be invited to send a representative.

☒ **TEC §26.0081. Right to Information Concerning Special Education.**

- (a) The agency [(TEA)] shall produce and provide to school districts [and charter holders] sufficient copies of a comprehensive, easily understood document [*The Guide to the ARD Process*] that explains the process by which an individualized education program is developed for a student in a special education program and the rights and responsibilities of a parent concerning the process. The document must include information a parent needs to effectively participate in an admission, review, and dismissal committee meeting for the parent's child.
- (b) [The charter holder will provide] the document required under this section to the parent as provided by 20 U.S.C. §1415(b):
 - (1) as soon as practicable after a child is referred to determine the child's eligibility for admission into the [charter school'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
 - (2) at any other time on reasonable request of the child's parent.
- (c) The agency [(TEA)] shall produce and provide to school districts [and charter holders] a written explanation of the options and requirements for providing assistance to students who have learning difficulties or who need or may need special education. The explanation must state that a parent is entitled at any time to request an evaluation of the parent's child for special education services under §29.004. Each school year, [beginning with the 2004-2005 school year, the charter holder] shall provide the written explanation to a parent of each [charter school] student by including the explanation in the student handbook or by another means.

☒ **19 TAC §89.1045. Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings.**

- (a) [The charter holder] shall invite the parents and adult student to participate as members of the admission, review, and dismissal (ARD) committee by providing written notice in accordance with 34 Code of Federal Regulations (CFR), §§300.345, 300.503, and 300.505, and Part 300, Appendix A.

E. Consent

Initial: 

☒ **34 CFR §300.500. General responsibility of public agencies; definitions.**

- (a) [] [Each charter holder] establishes, maintains, and implements procedural safeguards that meet the requirements of §§300.500-300.529.
- (b) Definitions of "consent," [] As used in this part —
 - (1) Consent means that —

- (i) The parent has been fully informed of all information relevant to the activity for which consent is sought, in his or her native language, or other mode of communication;
- (ii) The parent understands and agrees in writing to the carrying out of the activity for which his or her consent is sought, and the consent describes that activity and lists the records (if any) that will be released and to whom; and
- (iii) (A) The parent understands that the granting of consent is voluntary on the part of the parent and may be revoked at anytime.
(B) If a parent revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked).

☒ **34 CFR §300.505. Parental consent.**

(a) General.

- (1) Subject to paragraphs (a)(3), (b) and (c) of this section, informed parent consent must be obtained before—
 - (i) Conducting an initial evaluation or reevaluation; and
 - (ii) Initial provision of special education and related services to a child with a disability.
- (2) Consent for initial evaluation may not be construed as consent for initial placement described in paragraph (a)(1)(ii) of this section.
- (3) Parental consent is not required before—
 - (i) Reviewing existing data as part of an evaluation or a reevaluation; or
 - (ii) Administering a test or other evaluation that is administered to all children unless, before administration of that test or evaluation, consent is required of parents of all children.
- (b) Refusal. If the parents of a child with a disability refuse consent for initial evaluation or a reevaluation, the [charter holder] may continue to pursue those evaluations by using the due process procedures under §§300.507-300.509, or the mediation procedures under §300.506 if appropriate, except to the extent inconsistent with State law relating to parental consent.
- (c) Failure to respond to request for reevaluation.
 - (1) Informed parental consent need not be obtained for reevaluation if the [charter holder] can demonstrate that it has taken reasonable measures to obtain that consent, and the child's parent has failed to respond.
 - (2) To meet the reasonable measures requirement in paragraph (c)(1) of this section, the [charter holder] must use procedures consistent with those in §300.345(d).
- (d) Additional State consent requirements. In addition to the parental consent requirements described in paragraph (a) of this section, a State may require parental consent for other services and activities under this part if it ensures that each public agency in the State establishes and implements effective procedures to ensure that a parent's refusal to consent does not result in a failure to provide the child with FAPE.
- (e) Limitation. [The charter holder] may not use a parent's refusal to consent to one service or activity under paragraphs (a) and (d) of this section to deny the parent or child any other service, benefit, or activity of the [charter holder], except as required by this part.

☒ **TEC §29.0041. Information and Consent for Certain Psychological Examinations or Tests.**

- (a) On request of a child's parent, before obtaining the parent's consent under 20 U.S.C. §1414 for the administration of any psychological examination or test to the child that is included as part of the evaluation of the child's need for special education, [the charter holder] shall provide to the child's parent:
 - (1) the name and type of the examination or test; and
 - (2) an explanation of how the examination or test will be used to develop an appropriate individualized education program for the child.
- (b) If the [charter holder] determines that an additional examination or test is required for the evaluation of a child's need for special education after obtaining consent from the child's parent under Subsection (a), the [charter holder] shall provide the information described by Subsections (a)(1) and (2) to the child's parent regarding the additional examination or test and shall obtain additional consent for the examination or test.
- (c) The time required for the [charter holder] to provide information and seek consent under Subsection (b) may not be counted toward the 60 calendar days for completion of an evaluation under Section 29.004. If a parent does not give consent under Subsection (b) within 20 calendar days after the date the [charter holder] provided to the parent the information required by that subsection, the parent's consent is considered denied.

F. EvaluationInitial: ☒ **19 TAC §89.1011. Referral for Full and Individual Initial Evaluation.**

Referral of students for a full and individual initial evaluation for possible special education services shall be a part of the [charter holder's] overall, general education referral or screening system. Prior to referral, students experiencing difficulty in the general classroom should be considered for all support services available to all students, such as tutorial, remedial, compensatory, and other services. If the student continues to experience difficulty in the general classroom after the provision of interventions, [charter holder] personnel must refer the student for a full and individual initial evaluation. This referral for a full and individual initial evaluation may be initiated by school personnel, the student's parents or legal guardian, or another person involved in the education or care of the student.

☒ **TEC §29.004. Full Individual and Initial Evaluation.**

- (a) A written report of a full individual and initial evaluation of a student for purposes of special education services shall be completed not later than the 60th calendar day following the date on which the [charter holder], in accordance with 20 U.S.C. §1414(a), as amended, receives written consent for the evaluation, signed by the student's parent or legal guardian.
- (b) The evaluation shall be conducted using procedures that are appropriate for the student's most proficient method of communication.

☒ **TEC §29.0041. Information and Consent for Certain Psychological Examinations or Tests.**

- (a) On request of a child's parent, before obtaining the parent's consent under 20 U.S.C. §1414 for the administration of any psychological examination or test to the child that is included as part of the evaluation of the child's need for special education, [the charter holder] shall provide to the child's parent:
 - (1) the name and type of the examination or test; and
 - (2) an explanation of how the examination or test will be used to develop an appropriate individualized education program for the child.
- (b) If the [charter holder] determines that an additional examination or test is required for the evaluation of a child's need for special education after obtaining consent from the child's parent under Subsection (a), the [charter holder] shall provide the information described by Subsections (a)(1) and (2) to the child's parent regarding the additional examination or test and shall obtain additional consent for the examination or test.
- (c) The time required for the [charter holder] to provide information and seek consent under Subsection (b) may not be counted toward the 60 calendar days for completion of an evaluation under §29.004. If a parent does not give consent under Subsection (b) within 20 calendar days after the date the [charter holder] provided to the parent the information required by that subsection, the parent's consent is considered denied.

☒ **34 CFR §300.531. Initial evaluation.**

[The charter holder] shall conduct a full and individual initial evaluation, in accordance with §§300.532 and 300.533, before the initial provision of special education and related services to a child with a disability under Part B of the [IDEA].

☒ **34 CFR §300.532. Evaluation procedures.**

[The charter holder] shall ensure, at a minimum, that the following requirements are met:

- (a) (1) Tests and other evaluation materials used to assess a child under Part B of the [IDEA]—
 - (i) Are selected and administered so as not to be discriminatory on a racial or cultural basis; and
 - (ii) Are provided and administered in the child's native language or other mode of communication, unless it is clearly not feasible to do so; and
- (2) Materials and procedures used to assess a child with limited English proficiency are selected and administered to ensure that they measure the extent to which the child has a disability and needs special education, rather than measuring the child's English language skills.

- (b) A variety of assessment tools and strategies are used to gather relevant functional and developmental information about the child, including information provided by the parent, and information related to enabling the child to be involved in and progress in the general curriculum (or for a preschool child, to participate in appropriate activities), that may assist in determining—
 - (1) Whether the child is a child with a disability under §300.7; and
 - (2) The content of the child's IEP.
- (c) (1) Any standardized tests that are given to a child—
 - (i) Have been validated for the specific purpose for which they are used; and
 - (ii) Are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the tests.
- (2) If an assessment is not conducted under standard conditions, a description of the extent to which it varied from standard conditions (e.g., the qualifications of the person administering the test, or the method of test administration) must be included in the evaluation report.
- (d) Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.
- (e) Tests are selected and administered so as best to ensure that if a test is administered to a child with impaired sensory, manual, or speaking skills, the test results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).
- (f) No single procedure is used as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child.
- (g) The child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities.
- (h) In evaluating each child with a disability under §§300.531–300.536, the evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.
- (i) The [charter holder] uses technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.
- (j) The [charter holder] uses assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child.

34 CFR §300.533. Determination of needed evaluation data.

- (a) Review of existing evaluation data. As part of an initial evaluation (if appropriate) and as part of any reevaluation under Part B of the [IDEA], a group that includes the individuals described in §300.344, and other qualified professionals, as appropriate, shall—
 - (1) Review existing evaluation data on the child, including-
 - (i) Evaluations and information provided by the parents of the child;
 - (ii) Current classroom-based assessments and observations; and
 - (iii) Observations by teachers and related services providers; and
 - (2) On the basis of that review, and input from the child's parents, identify what additional data, if any, are needed to determine—
 - (i) Whether the child has a particular category of disability, as described in §300.7, or, in case of a reevaluation of a child, whether the child continues to have such a disability;
 - (ii) The present levels of performance and educational needs of the child;
 - (iii) Whether the child needs special education and related services, or in the case of a reevaluation of a child, whether the child continues to need special education and related services; and
 - (iv) Whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the IEP of the child and to participate, as appropriate, in the general curriculum.
- (b) Conduct of review. The group described in paragraph (a) of this section may conduct its review without a meeting.

- (c) Need for additional data. The [charter holder] shall administer tests and other evaluation materials as may be needed to produce the data identified under paragraph (a) of this section.
- (d) Requirements if additional data are not needed.
 - (1) If the determination under paragraph (a) of this section is that no additional data are needed to determine whether the child continues to be a child with a disability, the [charter holder] shall notify the child's parents—
 - (i) Of that determination and the reasons for it; and
 - (ii) Of the right of the parents to request an assessment to determine whether, for purposes of services under this part, the child continues to be a child with a disability.
 - (2) The [charter holder] is not required to conduct the assessment described in paragraph (d)(1)(ii) of this section unless requested to do so by the child's parents.

☒ **19 TAC §89.1040. Eligibility Criteria.**

- (a) Special education services. To be eligible to receive special education services, 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.
- (b) 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:
 - (1) a licensed specialist in school psychology (LSSP), an educational diagnostician, or other appropriately certified or licensed practitioner with experience and training in the area of the disability; or
 - (2) a licensed or certified professional for a specific eligibility category defined in subsection (c) of this section.

☒ **34 CFR §300.534. Determination of eligibility.**

- (a) Upon completing the administration of tests and other evaluation materials—
 - (1) A group of qualified professionals and the parent of the child must determine whether the child is a child with a disability, as defined in §300.7; and
 - (2) The [charter holder] must provide a copy of the evaluation report and the documentation of determination of eligibility to the parent.
- (b) A child may not be determined to be eligible under this part if—
 - (1) The determinant factor for that eligibility determination is—
 - (i) Lack of instruction in reading or math; or
 - (ii) Limited English proficiency; and
 - (2) The child does not otherwise meet the eligibility criteria under §300.7(a).
- (c) (1) [The charter holder] must evaluate a child with a disability in accordance with §§300.532 and 300.533 before determining that the child is no longer a child with a disability.
- (2) The evaluation described in paragraph (c)(1) of this section is not required before the termination of a student's eligibility under Part B of the [IDEA] due to graduation with a regular high school diploma, or exceeding the age eligibility for FAPE under State law.

☒ **34 CFR §300.535. Procedures for determining eligibility and placement.**

- (a) In interpreting evaluation data for the purpose of determining if a child is a child with a disability under §300.7, and the educational needs of the child, [the charter holder] shall—
 - (1) Draw upon information from a variety of sources, including aptitude and achievement tests, parent input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior; and
 - (2) Ensure that information obtained from all of these sources is documented and carefully considered.
- (b) If a determination is made that a child has a disability and needs special education and related services, an IEP must be developed for the child in accordance with §§300.340-300.350.

☒ **34 CFR §300.536. Reevaluation.**

[The charter holder] shall ensure—

- (a) That the IEP of each child with a disability is reviewed in accordance with §§300.340-300.350; and
- (b) That a reevaluation of each child, in accordance with §§300.532-300.535, is conducted if conditions warrant a reevaluation, or if the child's parent or teacher requests a reevaluation, but at least once every three years.

☒ **34 CFR §300.540. Additional team members.**

The determination of whether a child suspected of having a specific learning disability is a child with a disability as defined in §300.7, must be made by the child's parents and a team of qualified professionals which must include—

- (a) (1) The child's regular teacher; or
- (2) If the child does not have a regular teacher, a regular classroom teacher qualified to teach a child of his or her age; or
- (3) For a child of less than school age, an individual qualified by the SEA to teach a child of his or her age; and
- (b) At least one person qualified to conduct individual diagnostic examinations of children, such as a school psychologist, speech-language pathologist, or remedial reading teacher.

☒ **34 CFR §300.541. Criteria for determining the existence of a specific learning disability.**

- (a) A team may determine that a child has a specific learning disability if—
 - (1) The child does not achieve commensurate with his or her age and ability levels in one or more of the areas listed in paragraph (a)(2) of this section, if provided with learning experiences appropriate for the child's age and ability levels; and
 - (2) The team finds that a child has a severe discrepancy between achievement and intellectual ability in one or more of the following areas:
 - (i) Oral expression.
 - (ii) Listening comprehension.
 - (iii) Written expression.
 - (iv) Basic reading skill.
 - (v) Reading comprehension.
 - (vi) Mathematics calculation.
 - (vii) Mathematics reasoning.
- (b) The team may not identify a child as having a specific learning disability if the severe discrepancy between ability and achievement is primarily the result of—
 - (1) A visual, hearing, or motor impairment;
 - (2) Mental retardation;
 - (3) Emotional disturbance; or
 - (4) Environmental, cultural or economic disadvantage.

☒ **34 CFR §300.542. Observation.**

- (a) At least one team member other than the child's regular teacher shall observe the child's academic performance in the regular classroom setting.
- (b) In the case of a child of less than school age or out of school, a team member shall observe the child in an environment appropriate for a child of that age.

☒ **34 CFR §300.543. Written report.**

- (a) For a child suspected of having a specific learning disability, the documentation of the team's determination of eligibility, as required by §300.534(a)(2), must include a statement of—
 - (1) Whether the child has a specific learning disability;
 - (2) The basis for making the determination;

- (3) The relevant behavior noted during the observation of the child;
 - (4) The relationship of that behavior to the child's academic functioning;
 - (5) The educationally relevant medical findings, if any;
 - (6) Whether there is a severe discrepancy between achievement and ability that is not correctable without special education and related services; and
 - (7) The determination of the team concerning the effects of environmental, cultural, or economic disadvantage.
- (b) Each team member shall certify in writing whether the report reflects his or her conclusion. If it does not reflect his or her conclusion, the team member must submit a separate statement presenting his or her conclusions.

G. Development and Implementation of the Individualized Education Program (IEP):

Transfer Students; Transition; Extended School Year (ESY) Services;

Restraint, Seclusion, and Time-Out

Initial: 

☒ **19 TAC §89.1050(a). [ARD committee]**

- (a) [The charter holder] shall establish an admission, review, and dismissal (ARD) committee for each eligible student with a disability and for each student for whom a full and individual initial evaluation is conducted pursuant to §89.1011 of this title (relating to Referral for Full and Individual Initial Evaluation). The ARD committee shall be the individualized education program (IEP) team defined in federal law and regulations, including, specifically, 34 Code of Federal Regulations (CFR), §300.344. The [charter holder] shall be responsible for all of the functions for which the IEP team is responsible under federal law and regulations and for which the ARD committee is responsible under state law, including, specifically, the following:
- (1) 34 CFR, §§300.340-300.349, and Texas Education Code (TEC), §29.005 (Individualized Education Program);
 - (2) 34 CFR, §§300.400-300.402 (relating to placement of eligible students in private schools by a school district);
 - (3) 34 CFR, §§300.452, 300.455, and 300.456 (relating to the development and implementation of service plans for eligible students in private school who have been designated to receive special education and related services);
 - (4) 34 CFR, §§300.520, 300.522, and 300.523, and TEC, §37.004 (Placement of Students with Disabilities);
 - (5) 34 CFR, §§300.532-300.536 (relating to evaluations, re-evaluations, and determination of eligibility);
 - (6) 34 CFR, §§300.550-300.553 (relating to least restrictive environment);
 - (7) TEC, §28.006 (Reading Diagnosis);
 - (8) TEC, §28.0211 (Satisfactory Performance on Assessment Instruments Required; Accelerated Instruction);
 - (9) TEC, §28.0212 (Personal Graduation Plan);
 - (10) TEC, §28.0213 (Intensive Program of Instruction);
 - (11) TEC, Chapter 29, Subchapter I (Programs for Students Who Are Deaf or Hard of Hearing);
 - (12) TEC, §30.002 (Education of Children with Visual Impairments);
 - (13) TEC, §30.003 (Support of Students Enrolled in the Texas School for the Blind and Visually Impaired or Texas School for the Deaf);
 - (14) TEC, §33.081 (Extracurricular Activities);
 - (15) TEC, Chapter 39, Subchapter B (Assessment of Academic Skills); and
 - (16) TEC, §42.151 (Special Education).

☒ **19 TAC §89.1050(d). [30-day timeline]**

- (d) 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

fail to finalize decisions concerning the initial eligibility determination, the IEP, and placement, unless the full and individual initial evaluation indicates that the student will need extended school year (ESY) services during that summer.

19 TAC §89.1045(b). Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings.

- (b) 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. The [charter holder] must respond to the parent's request either by holding the requested meeting or by requesting assistance through the Texas Education Agency's mediation process. The [charter holder] should 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.

34 CFR §300.342. When IEPs must be in effect.

- (a) General. At the beginning of each school year, [the charter holder] shall have an IEP in effect for each child with a disability within its jurisdiction.
- (b) Implementation of IEPs. [The charter holder] shall ensure that—
 - (1) An IEP—
 - (i) Is in effect before special education and related services are provided to an eligible child under this part; and
 - (ii) Is implemented as soon as possible following the meetings described under §300.343;
 - (2) 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; and
 - (3) Each teacher and provider described in paragraph (b)(2) of this section is informed of—
 - (i) His or her specific responsibilities related to implementing the child's IEP; and
 - (ii) The specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP.

19 TAC §89.1050(b). [IFSP/IEP]

- (b) For a child from birth through two years of age with visual and/or auditory impairments, an individualized family services plan (IFSP) meeting must be held in place of an ARD committee meeting in accordance with 34 CFR, §§303.340-303.346, and the memorandum of understanding between the Texas Education Agency (TEA) and Texas Interagency Council on Early Childhood Intervention. For students three years of age and older, the [charter holder] must develop an IEP.

19 TAC §89.1050(f). For a student who is new to a [charter school]:

- (f) (1) when a student transfers within the state, the ARD committee may, but is not required to, meet when the student enrolls and a copy of the student's IEP is available, the parent(s) indicate in writing that they are satisfied with the current IEP, and the [charter holder] determines that the current IEP is appropriate and can be implemented as written; or
- (2) if the conditions of subsection (f)(1) of this section are not met, then the ARD committee must meet when the student enrolls and the parents verify that the student was receiving special education services in the previous school district or [charter school], or the previous school verifies in writing or by telephone that the student was receiving special education services. At this meeting, the ARD committee must do one of the following:
 - (A) the ARD committee may determine that it has appropriate evaluation data and other information to develop and begin implementation of a complete IEP for the student; or
 - (B) the ARD committee may determine that valid evaluation data and other information from the previous school district [or charter school] are insufficient or unavailable to develop a complete IEP. In this event, the ARD committee may authorize the provision of temporary special education services pending receipt of valid evaluation data from the previous school district [or charter school] or the collection of new evaluation data by the current [charter holder]. In this situation, a second ARD committee meeting must be held within 30 school days from the date of the first ARD committee meeting to finalize or develop an IEP based on current information.
- (3) In accordance with TEC, §25.002, the school district [or charter school] in which the student was previously enrolled shall furnish the new school district [or charter holder] with a copy of the student's records, including the child's special education records, not later than the 30th calendar day after the student was enrolled in the new school district [or charter school]. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C., §1232g, does not require the student's current and previous school districts [or charter holders] to obtain parental consent

before requesting or sending the student's special education records if the disclosure is conducted in accordance with 34 CFR, §99.31(a)(2) and §99.34.

☒ **34 CFR §300.121. Free appropriate public education (FAPE).**

- (a) General. [] [The charter holder] has in effect a policy that ensures that all children with disabilities aged 3 through 21 enrolled in the [charter school] have the right to FAPE, including children with disabilities who have been suspended or expelled from school.
- (b) Required information. The information described in paragraph (a) of this section must--
 - (2) Show that the policy--
 - (i) (B) Is consistent with the requirements of §§300.300-300.313; and
 - (ii) Applies to all children with disabilities, including children who have been suspended or expelled from school.
- (c) FAPE for children beginning at age 3.
 - (1) [The charter holder] shall ensure that--
 - (i) The obligation to make FAPE available to each eligible child [enrolled in the charter school] begins no later than the child's third birthday; and
 - (ii) An IEP [] is in effect for the child by that date, in accordance with §300.342(c).
 - (2) If a child's third birthday occurs during the summer, the child's IEP [] team shall determine the date when services under the IEP will begin.
- (d) FAPE for children suspended or expelled from school.
 - (1) The [charter holder] need not provide services during periods of removal under §300.520(a)(1) to a child with a disability who has been removed from his or her current placement for 10 school days or less in that school year, if services are not provided to a child without disabilities who has been similarly removed.
 - (2) In the case of a child with a disability who has been removed from his or her current placement for more than 10 school days in that school year, the [charter holder], for the remainder of the removals, must--
 - (i) Provide services to the extent necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP, if the removal is--
 - (A) Under the school personnel's authority to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519(b) (§300.520(a)(1)); or
 - (B) For behavior that is not a manifestation of the child's disability, consistent with §300.524; and
 - (ii) Provide services consistent with §300.522, regarding determination of the appropriate interim alternative educational setting, if the removal is--
 - (A) For drug or weapons offenses under §300.520(a)(2); or
 - (B) Based on a hearing officer determination that maintaining the current placement of the child is substantially likely to result in injury to the child or to others if he or she remains in the current placement, consistent with §300.521.
 - (3) (i) School personnel, in consultation with the child's special education teacher, determine the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed under the authority of school personnel to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519 (§300.520(a)(1)).
 - (ii) The child's IEP team determines the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed because of behavior that has been determined not to be a manifestation of the child's disability, consistent with §300.524.
- (e) Children advancing from grade to grade.
 - (1) The [charter holder] will ensure that FAPE is available to any individual child with a disability [enrolled in the school] who needs special education and related services, even though the child is advancing from grade to grade.
 - (2) The determination that a child [] is eligible under this part, must be made on an individual basis by the group responsible within the child's [charter school] for making those determinations [(e.g., the ARD committee)]

 34 CFR §300.343. IEP meetings.

- (a) General. [The charter holder] is responsible for initiating and conducting meetings for the purpose of developing, reviewing, and revising the IEP of a child with a disability
- (b) Initial IEPs; provision of services.
 - (1) [The charter holder] shall ensure that within a reasonable period of time following the [charter holder's] receipt of parent consent to an initial evaluation of a child—
 - (i) The child is evaluated; and
 - (ii) If determined eligible under this part, special education and related services are made available to the child in accordance with an IEP.
 - (2) In meeting the requirement in paragraph (b)(1) of this section, a meeting to develop an IEP for the child must be conducted within 30-days of a determination that the child needs special education and related services.
- (c) Review and revision of IEPs. [The charter holder] shall ensure that the IEP team—
 - (1) Reviews the child's IEP periodically, but not less than annually, to determine whether the annual goals for the child are being achieved; and
 - (2) Revises the IEP as appropriate to address—
 - (i) Any lack of expected progress toward the annual goals described in §300.347(a), and in the general curriculum, if appropriate;
 - (ii) The results of any reevaluation conducted under §300.536;
 - (iii) Information about the child provided to, or by, the parents, as described in §300.533(a)(1);
 - (iv) The child's anticipated needs; or
 - (v) Other matters.

 34 CFR §300.344. IEP team.

- (a) General. The [charter holder] shall ensure that the IEP team for each child with a disability includes—
 - (1) The parents of the child;
 - (2) At least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment);
 - (3) At least one special education teacher of the child, or if appropriate, at least one special education provider of the child;
 - (4) A representative of the [charter holder] who—
 - (i) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
 - (ii) Is knowledgeable about the general curriculum; and
 - (iii) Is knowledgeable about the availability of resources of the [charter holder];
 - (5) An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in paragraphs (a)(2) through (6) of this section;
 - (6) At the discretion of the parent or the [charter holder], other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and
 - (7) If appropriate, the child.
- (b) Transition services participants.
 - (1) Under paragraph (a)(7) of this section, the [charter holder] shall invite a student with a disability of any age to attend his or her IEP meeting if a purpose of the meeting will be the consideration of—
 - (i) The student's transition services needs under §300.347(b)(1);
 - (ii) The needed transition services for the student under §300.347(b)(2); or
 - (iii) Both.
 - (2) If the student does not attend the IEP meeting, the [charter holder] shall take other steps to ensure that the student's preferences and interests are considered.

- (3) (i) In implementing the requirements of §300.347(b)(2), the [charter holder] also shall invite a representative of any other agency that is likely to be responsible for providing or paying for transition services.
- (ii) If an agency invited to send a representative to a meeting does not do so, the [charter holder] shall take other steps to obtain participation of the other agency in the planning of any transition services.
- (c) Determination of knowledge and special expertise. The determination of the knowledge or special expertise of any individual described in paragraph (a)(6) of this section shall be made by the party (parents or [charter holder]) who invited the individual to be a member of the IEP.
- (d) Designating a public agency representative. [The charter holder] may designate another [charter holder member] of the IEP team to also serve as the agency representative, if the criteria in paragraph (a)(4) of this section are satisfied.

☒ **19 TAC §89.1050(c). [Teacher member requirements]**

- (c) 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. [The charter holder] should refer to §89.1131 of this title (relating to Qualifications of Special Education, Related Service, and Paraprofessional Personnel) to ensure that appropriate teachers and/or service providers are present and participate at each ARD committee meeting.

☒ **34 CFR §300.345. Parent participation.**

- (a) [Charter holder] responsibility—general. The [charter holder] shall take steps to ensure that one or both of the parents of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate, including—
 - (1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
 - (2) Scheduling the meeting at a mutually agreed on time and place.
- (c) Other methods to ensure parent participation. If neither parent can attend, the [charter holder] shall use other methods to ensure parent participation, including individual or conference telephone calls.
- (d) Conducting an IEP meeting without a parent in attendance. A meeting may be conducted without a parent in attendance if the [charter holder] is unable to convince the parents that they should attend. In this case the [charter holder] must have a record of its attempts to arrange a mutually agreed on time and place, such as—
 - (1) Detailed records of telephone calls made or attempted and the results of those calls;
 - (2) Copies of correspondence sent to the parents and any responses received; and
 - (3) Detailed records of visits made to the parent's home or place of employment and the results of those visits.
- (e) Use of interpreters or other action, as appropriate. The [charter holder] shall take whatever action is necessary to ensure that the parent understands the proceedings at the IEP meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.
- (f) Parent copy of child's IEP. The [charter holder] shall give the parent a copy of the child's IEP at no cost to the parent.

☒ **34 CFR §300.346. Development, review, and revision of IEP.**

- (a) Development of IEP.
 - (1) General. In developing each child's IEP, the IEP team, shall consider—
 - (i) The strengths of the child and the concerns of the parents for enhancing the education of their child;
 - (ii) The results of the initial or most recent evaluation of the child; and
 - (iii) As appropriate, the results of the child's performance on any general State or district-wide assessment programs.
 - (2) Consideration of special factors. The IEP team also shall—
 - (i) In the case of a child whose behavior impedes his or her learning or that of others, consider, if appropriate, strategies, including positive behavioral interventions, strategies, and supports to address that behavior;
 - (ii) In the case of a child with limited English proficiency, consider the language needs of the child as those needs relate to the child's IEP;
 - (iii) In the case of a child who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the IEP team determines, after an evaluation of the child's reading and writing skills, needs, and

appropriate reading and writing media (including an evaluation of the child's future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the child;

- (iv) Consider the communication needs of the child, and in the case of a child who is deaf or hard of hearing, consider the child's language and communication needs, opportunities for direct communications with peers and professional personnel in the child's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the child's language and communication mode; and
- (v) Consider whether the child requires assistive technology devices and services.
- (b) Review and Revision of IEP. In conducting a meeting to review, and, if appropriate, revise a child's IEP, the IEP team shall consider the factors described in paragraph (a) of this section.
- (c) Statement in IEP. If, in considering the special factors described in paragraphs (a)(1) and (2) of this section, the IEP team determines that a child needs a particular device or service (including an intervention, accommodation, or other program modification) in order for the child to receive FAPE, the IEP team must include a statement to that effect in the child's IEP.
- (d) Requirement with respect to regular education teacher. The regular education teacher of a child with a disability, as a member of the IEP team, must, to the extent appropriate, participate in the development, review, and revision of the child's IEP, including assisting in the determination of—
 - (1) Appropriate positive behavioral interventions and strategies for the child; and
 - (2) Supplementary aids and services, program modifications or supports for school personnel that will be provided for the child, consistent with §300.347(a)(3).

 34 CFR §300.347. Content of IEP.

- (a) General. The IEP for each child with a disability must include—
 - (1) A statement of the child's present levels of educational performance, including—
 - (i) How the child's disability affects the child's involvement and progress in the general curriculum (i.e., the same curriculum as for nondisabled children); or
 - (ii) For preschool children, as appropriate, how the disability affects the child's participation in appropriate activities;
 - (2) A statement of measurable annual goals, including benchmarks or short-term objectives, related to—
 - (i) Meeting the child's needs that result from the child's disability to enable the child to be involved in and progress in the general curriculum (i.e., the same curriculum as for nondisabled children), or for preschool children, as appropriate, to participate in appropriate activities; and
 - (ii) Meeting each of the child's other educational needs that result from the child's disability;
 - (3) A statement of the special education and related services and supplementary aids and services to be provided to the child, or on behalf of the child, and a statement of the program modifications or supports for school personnel that will be provided for the child—
 - (i) To advance appropriately toward attaining the annual goals;
 - (ii) To be involved and progress in the general curriculum in accordance with paragraph (a)(1) of this section and to participate in extracurricular and other nonacademic activities; and
 - (iii) To be educated and participate with other children with disabilities and nondisabled children in the activities described in this section;
 - (4) An explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class and in the activities described in paragraph (a)(3) of this section;
 - (5)
 - (i) A statement of any individual modifications in the administration of State or district-wide assessments of student achievement that are needed in order for the child to participate in the assessment; and
 - (ii) If the IEP team determines that the child will not participate in a particular State or district-wide assessment of student achievement (or part of an assessment), a statement of—
 - (A) Why that assessment is not appropriate for the child; and
 - (B) How the child will be assessed;
 - (6) The projected date for the beginning of the services and modifications described in paragraph (a)(3) of this section, and the anticipated frequency, location, and duration of those services and modifications; and

(7) A statement of—

- (i) How the child's progress toward the annual goals described in paragraph (a)(2) of this section will be measured; and
- (ii) How the child's parents will be regularly informed (through such means as periodic report cards), at least as often as parents are informed of their nondisabled children's progress, of—
 - (A) Their child's progress toward the annual goals; and
 - (B) The extent to which that progress is sufficient to enable the child to achieve the goals by the end of the year.

(b) Transition services. The IEP must include—

- (1) For each student with a disability beginning at age 14 (or younger, if determined appropriate by the IEP team), and updated annually, a statement of the transition service needs of the student under the applicable components of the student's IEP that focuses on the student's courses of study (such as participation in advanced-placement courses or a vocational education program); and
- (2) For each student beginning at age 16 (or younger, if determined appropriate by the IEP team), a statement of needed transition services for the student, including, if appropriate, a statement of the interagency responsibilities or any needed linkages.

(c) Transfer of rights. In a State that transfers rights at the age majority, beginning at least one year before a student reaches the age of majority under State law, the student's IEP must include a statement that the student has been informed of his or her rights under Part B of the [IDEA], if any, that will transfer to the student on reaching the age of majority, consistent with §300.517.

 19 TAC §89.1055. Content of the Individualized Education Program (IEP).

- (a) The individualized education program (IEP) developed by the admission, review, and dismissal (ARD) committee for each student with a disability shall comply with the requirements of 34 Code of Federal Regulations (CFR), §300.346 and §300.347, and Part 300, Appendix A.
- (b) The IEP must include a statement of any individual allowable accommodations in the administration of assessment instruments developed in accordance with Texas Education Code (TEC), §39.023(a)-(c), or district-wide assessments of student achievement that are needed in order for the student to participate in the assessment. If the ARD committee determines that the student will not participate in a particular state- or district-wide assessment of student achievement (or part of an assessment), the IEP must include a statement of:
 - (1) why that assessment is not appropriate for the child; and
 - (2) how the child will be assessed using a locally developed alternate assessment.
- (c) If the ARD committee determines that the student is in need of extended school year (ESY) services, as described in §89.1065 of this title (relating to Extended School Year Services (ESY Services)), then the IEP must also include goals and objectives for ESY services from the student's current IEP.
- (d) For students with visual impairments, from birth through 21 years of age, the IEP or individualized family services plan (IFSP) shall also meet the requirements of TEC, §30.002(e).
- (e) For students with autism/pervasive developmental disorders, information about the following shall be considered and, when needed, addressed in the IEP:
 - (1) extended educational programming;
 - (2) daily schedules reflecting minimal unstructured time;
 - (3) in-home training or viable alternatives;
 - (4) prioritized behavioral objectives;
 - (5) prevocational and vocational needs of students 12 years of age or older;
 - (6) parent training; and
 - (7) suitable staff-to-students ratio.
- (f) If the ARD committee determines that services are not needed in one or more of the areas specified in subsection (e)(1)-(7) of this section, the IEP must include a statement to that effect and the basis upon which the determination was made.

☒ **19 TAC §89.1050(e). [The report]**

- (e) The written report of the ARD committee shall document the decisions of the committee with respect to issues discussed at the meeting. The report shall include the date, names, positions, and signatures of the members participating in each meeting in accordance with 34 CFR, §§300.344, 300.345, 300.348, and 300.349. The report shall also indicate each member's agreement or disagreement with the committee's decisions. In the event TEC, §29.005(d)(1) applies, the [charter holder] shall provide a written or audiotaped copy of the student's IEP, as defined in 34 CFR, §300.346 and §300.347. In the event TEC, §29.005(d)(2), applies, the [charter holder] shall make a good faith effort to provide a written or audiotaped copy of the student's IEP, as defined in 34 CFR, §300.346 and §300.347.

☒ **34 CFR §300.348. Agency responsibilities for transition services.**

- (a) If a participating agency, other than the [charter holder], fails to provide the transition services described in the IEP in accordance with §300.347(b)(1), the [charter holder] shall reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.

☒ **34 CFR §300.350. IEP accountability.**

- (a) Provision of services. Subject to paragraph (b) of this section, [the charter holder] must—
- (1) Provide special education and related services to a child with a disability in accordance with the child's IEP; and
 - (2) Make a good faith effort to assist the child to achieve the goals and objectives or benchmarks listed in the IEP.

☒ **34 CFR §300.309. Extended school year services.**

- (a) General.
- (1) [The charter holder] shall ensure that extended school year services are available as necessary to provide FAPE, consistent with paragraph (a)(2) of this section.
 - (2) Extended school year services must be provided only if a child's IEP team determines, on an individual basis, in accordance with §§300.340-300.350, that the services are necessary for the provision of FAPE to the child.
 - (3) In implementing the requirements of this section, [the charter holder] may not—
 - (i) Limit extended school year services to particular categories of disability; or
 - (ii) Unilaterally limit the type, amount, or duration of those services.
- (b) Definition. As used in this section, the term extended school year services means special education and related services that—
- (1) Are provided to a child with a disability—
 - (i) Beyond the normal school year of the [charter school];
 - (ii) In accordance with the child's IEP; and
 - (iii) At no cost to the parents of the child; and
 - (2) Meet the standards of the [TEA].

☒ **19 TAC §89.1065. Extended School Year Services (ESY Services).**

Extended school year (ESY) services are defined as individualized instructional programs beyond the regular school year for eligible students with disabilities.

- (1) The need for ESY services must be determined on an individual student basis by the admission, review, and dismissal (ARD) committee in accordance with 34 Code of Federal Regulations (CFR), §300.309, and the provisions of this section. In determining the need for and in providing ESY services, [the charter holder] may not:
 - (A) limit ESY services to particular categories of disability; or
 - (B) unilaterally limit the type, amount, or duration of ESY services.
- (2) The need for ESY services must be documented from formal and/or informal evaluations provided by the [charter holder] or the parents. The documentation shall demonstrate that in one or more critical areas addressed in the current individualized education program (IEP) objectives, the student has exhibited, or reasonably may be expected to exhibit, severe or substantial regression that cannot be recouped within a reasonable period of time. Severe or substantial regression means that the student has been, or will be, unable to maintain one or more acquired critical skills in the absence of ESY services.

- (3) The reasonable period of time for recoupment of acquired critical skills shall be determined on the basis of needs identified in each student's IEP. If the loss of acquired critical skills would be particularly severe or substantial, or if such loss results, or reasonably may be expected to result, in immediate physical harm to the student or to others, ESY services may be justified without consideration of the period of time for recoupment of such skills. In any case, the period of time for recoupment shall not exceed eight weeks.
- (4) A skill is critical when the loss of that skill results, or is reasonably expected to result, in any of the following occurrences during the first eight weeks of the next regular school year:
 - (A) placement in a more restrictive instructional arrangement;
 - (B) significant loss of acquired skills necessary for the student to appropriately progress in the general curriculum;
 - (C) significant loss of self-sufficiency in self-help skill areas as evidenced by an increase in the number of direct service staff and/or amount of time required to provide special education or related services;
 - (D) loss of access to community-based independent living skills instruction or an independent living environment provided by noneducational sources as a result of regression in skills; or
 - (E) loss of access to on-the-job training or productive employment as a result of regression in skills.
- (5) If the [charter holder] does not propose ESY services for discussion at the annual review of a student's IEP, the parent may request that the ARD committee discuss ESY services pursuant to 34 CFR, §300.344.
- (6) If a student for whom ESY services were considered and rejected loses critical skills because of the decision not to provide ESY services, and if those skills are not regained after the reasonable period of time for recoupment, the ARD committee shall reconsider the current IEP if the student's loss of critical skills interferes with the implementation of the student's IEP.
- (7) For students enrolling in a district [or charter school] during the school year, information obtained from the prior school district [or charter holder] as well as information collected during the current year may be used to determine the need for ESY services.
- (8) The provision of ESY services is limited to the educational needs of the student and shall not supplant or limit the responsibility of other public agencies to continue to provide care and treatment services pursuant to policy or practice, even when those services are similar to, or the same as, the services addressed in the student's IEP. No student shall be denied ESY services because the student receives care and treatment services under the auspices of other agencies.
- (9) [The charter holder is] not eligible for reimbursement for ESY services provided to students for reasons other than those set forth in this section.

☒ **19 TAC §89.1050(g). [Discipline]**

- (g) All disciplinary actions regarding students with disabilities shall be determined in accordance with 34 CFR, §§300.121 and 300.519-300.529 (relating to disciplinary actions and procedures), the TEC, Chapter 37, Subchapter A (Alternative Settings for Behavior Management), and §89.1053 of this title (relating to Procedures for Use of Restraint and Time-Out).

☒ **19 TAC §89.1050(h). [Disagreements]**

- (h) All members of the ARD committee shall have the opportunity to participate in a collaborative manner in developing the IEP. A decision of the committee concerning required elements of the IEP shall be made by mutual agreement of the required members if possible. The committee may agree to an annual IEP or an IEP of shorter duration.
 - (1) When mutual agreement about all required elements of the IEP is not achieved, the party (the parents or adult student) who disagrees shall be offered a single opportunity to have the committee recess for a period of time not to exceed ten school days. This recess is not required when the student's presence on the campus presents a danger of physical harm to the student or others or when the student has committed an expellable offense or an offense which may lead to a placement in an alternative education program (AEP). The requirements of this subsection (h) do not prohibit the members of the ARD committee from recessing an ARD committee meeting for reasons other than the failure of the parents and the [charter holder] from reaching mutual agreement about all required elements of an IEP.
 - (2) During the recess the committee members shall consider alternatives, gather additional data, prepare further documentation, and/or obtain additional resource persons which may assist in enabling the ARD committee to reach mutual agreement.
 - (3) The date, time, and place for continuing the ARD committee meeting shall be determined by mutual agreement prior to the recess.

- (4) If a ten-day recess is implemented as provided in paragraph (1) of this subsection and the ARD committee still cannot reach mutual agreement, the [charter holder] shall implement the IEP which it has determined to be appropriate for the student.
- (5) When mutual agreement is not reached, a written statement of the basis for the disagreement shall be included in the IEP. The members who disagree shall be offered the opportunity to write their own statements.
- (6) When the [charter holder] implements an IEP with which the parents disagree or the adult student disagrees, the [charter holder] shall provide prior written notice to the parents or adult student as required in 34 CFR, §300.503.
- (7) Parents shall have the right to file a complaint, request mediation, or request a due process hearing at any point when they disagree with decisions of the ARD committee.

TEC §37.0021. Use of Confinement, Restraint, Seclusion, and Time-Out.

- (a) It is the policy of this state to treat with dignity and respect all students, including students with disabilities who receive special education services under Subchapter A, Chapter 29. A student with a disability who receives special education services under Subchapter A, Chapter 29, may not be confined in a locked box, locked closet, or other specially designed locked space as either a discipline management practice or a behavior management technique.
- (b) In this section:
 - (1) "Restraint" means the use of physical force or a mechanical device to significantly restrict the free movement of all or a portion of a student's body.
 - (2) "Seclusion" means a behavior management technique in which a student is confined in a locked box, locked closet, or locked room that:
 - (A) is designed solely to seclude a person; and
 - (B) contains less than 50 square feet of space.
 - (3) "Time-out" means a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in a setting:
 - (A) that is not locked; and
 - (B) from which the exit is not physically blocked by furniture, a closed door held shut from the outside, or another inanimate object.
- (c) [The charter holder] employee or volunteer or an independent contractor of [the charter holder] may not place a student in seclusion. This subsection does not apply to the use of seclusion in a court-ordered placement, other than a placement in an educational program of [the charter holder], or in a placement or facility to which the following law, rules, or regulations apply:
 - (1) the Children's Health Act of 2000, Pub. L. No. 106-310, any subsequent amendments to that Act, any regulations adopted under that Act, or any subsequent amendments to those regulations;
 - (2) 40 T.A.C. §§720.1001-720.1013; or
 - (3) 25 T.A.C. §412.308(e).
- (d) The commissioner [of TEA] by rule shall adopt procedures for the use of restraint and time-out by [the charter holder] employee or volunteer or an independent contractor of [the charter holder] in the case of a student with a disability receiving special education services under Subchapter A, Chapter 29. A procedure adopted under this subsection must:
 - (1) be consistent with:
 - (A) professionally accepted practices and standards of student discipline and techniques for behavior management; and
 - (B) relevant health and safety standards; and
 - (2) identify any discipline management practice or behavior management technique that requires [the charter holder] employee or volunteer or an independent contractor of [the charter holder] to be trained before using that practice or technique.
- (e) In the case of a conflict between a rule adopted under Subsection (d) and a rule adopted under Subchapter A, Chapter 29, the rule adopted under Subsection (d) controls.
- (f) For purposes of this subsection, "weapon" includes any weapon described under §37.007(a)(1). This section does not prevent a student's locked, unattended confinement in an emergency situation while awaiting the arrival of law enforcement personnel if:
 - (1) the student possesses a weapon; and

- (2) the confinement is necessary to prevent the student from causing bodily harm to the student or another person.
- (g) This section and any rules or procedures adopted under this section do not apply to:
 - (1) a peace officer while performing law enforcement duties;
 - (2) juvenile probation, detention, or corrections personnel; or
 - (3) an educational services provider with whom a student is placed by a judicial authority, unless the services are provided in an educational program of [the charter holder].

19 TAC §89.1053. Procedures for Use of Restraint and Time-Out.

- (a) Requirement to implement. In addition to the requirements of 34 Code of Federal Regulations (CFR), §300.346(a)(2)(i) and (c), school districts and charter schools must implement the provisions of this section regarding the use of restraint and time-out. In accordance with the provisions of Texas Education Code (TEC), §37.0021 (Use of Confinement, Restraint, Seclusion, and Time-Out), it is the policy of the state to treat all students with dignity and respect.
- (b) Definitions.
 - (1) Emergency means a situation in which a student's behavior poses a threat of:
 - (A) imminent, serious physical harm to the student or others; or
 - (B) imminent, serious property destruction.
 - (2) Restraint means the use of physical force or a mechanical device to restrict the free movement of all or a portion of the student's body.
 - (3) Time-out means a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in a setting:
 - (A) that is not locked; and
 - (B) from which the student is not physically prevented from leaving.
- (c) Use of restraint. A school employee, volunteer, or independent contractor may use restraint only in an emergency as defined in subsection (b) of this section and with the following limitations.
 - (1) Restraint shall be limited to the use of such reasonable forces as is necessary to address the emergency.
 - (2) Restraint shall be discontinued at the point at which the emergency no longer exists.
 - (3) Restraint shall be implemented in such a way as to protect the health and safety of the student and others.
 - (4) Restraint shall not deprive the student of basic human necessities.
- (d) Training on use of restraint. Training for school employees, volunteers, or independent contractors shall be provided according to the following requirements.
 - (1) Not later than April 1, 2003, a core team of personnel on each campus must be trained in the use of restraint, and the team must include a campus administrator or designee and any general or special education personnel likely to use restraint.
 - (2) After April 1, 2003, personnel called upon to use restraint in an emergency and who have not received prior training must receive training within 30 school days following the use of restraint.
 - (3) Training on use of restraint must include prevention and de-escalation techniques and provide alternatives to the use of restraint.
 - (4) All trained personnel shall receive instruction in current professionally accepted practices and standards regarding behavior management and the use of restraint.
- (e) Documentation and notification on use of restraint. In a case in which restraint is used, school employees, volunteers, or independent contractors shall implement the following documentation requirements.
 - (1) On the day restraint is utilized, the campus administrator or designee must be notified verbally or in writing regarding the use of restraint.
 - (2) On the day restraint is utilized, a good faith effort shall be made to verbally notify the parent(s) regarding the use of restraint.
 - (3) Written notification of the use of restraint must be placed in the mail or otherwise provided to the parent within one school day of the use of restraint.

- (4) Written documentation regarding the use of restraint must be placed in the student's special education eligibility folder in a timely manner so the information is available to the ARD committee when it considers the impact of the student's behavior on the student's learning and/or the creation or revision of a behavioral intervention plan (BIP).
- (5) Written notification to the parent(s) and documentation to the student's special education eligibility folder shall include the following:
 - (A) name of the student;
 - (B) name of the staff member(s) administering the restraint;
 - (C) date of the restraint and the time the restraint began and ended;
 - (D) location of the restraint;
 - (E) nature of the restraint;
 - (F) a description of the activity in which the student was engaged immediately preceding the use of restraint;
 - (G) the behavior that prompted the restraint;
 - (H) the efforts made to de-escalate the situation and alternatives to restraint that were attempted; and
 - (I) information documenting parent contact and notification.
- (f) Clarification regarding restraint. For the purposes of subsections (c)-(e) of this section, restraint does not include the use of:
 - (1) physical contact or appropriately prescribed adaptive equipment to promote normative body positioning and/or physical functioning;
 - (2) limited physical contact with a student to promote safety (e.g., holding a student's hand), prevent a potentially harmful action (e.g., running into the street), teach a skill, or provide comfort;
 - (3) limited physical contact or appropriately prescribed adaptive equipment to prevent a student from engaging in ongoing, repetitive self-injurious behaviors; or
 - (4) seat belts and other safety equipment used to secure students during transportation.
- (g) Use of time-out. A school employee, volunteer, or independent contractor may use time-out in accordance with subsection (b)(3) of this section with the following limitations.
 - (1) Physical force or threat of physical force shall not be used to place a student in time-out.
 - (2) Time-out may only be used in conjunction with an array of positive behavior intervention strategies and techniques and must be included in the student's individualized education program (IEP) and/or BIP if it is utilized on a recurrent basis to increase or decrease a targeted behavior.
 - (3) Use of time-out shall not be implemented in a fashion that precludes the ability of the student to be involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.
- (h) Training on use of time-out. Training for school employees, volunteers, or independent contractors shall be provided according to the following requirements.
 - (1) Not later than April 1, 2003, general or special education personnel who implement time-out based on requirements established in a student's IEP and/or BIP must be trained in the use of time-out.
 - (2) After April 1, 2003, newly-identified personnel called upon to implement time-out based on requirements established in a student's IEP and/or BIP must receive training in the use of time-out within 30 school days of being assigned the responsibility for implementing time-out.
 - (3) Training on the use of time-out must be provided as part of a program which addresses a full continuum of positive behavioral intervention strategies, and must address the impact of time-out on the ability of the student to be involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.
 - (4) All trained personnel shall receive instruction in current professionally accepted practices and standards regarding behavior management and the use of time-out.
- (i) Documentation on use of time-out. Necessary documentation or data collection regarding the use of timeout, if any, must be addressed in the IEP or BIP. The admission, review, and dismissal (ARD) committee must use any collected data to judge the effectiveness of the intervention and provide a basis for making determinations regarding its continued use.

- (j) Student safety. Any behavior management technique and/or discipline management practice must be implemented in such a way as to protect the health and safety of the student and others. No discipline management practice may be calculated to inflict injury, cause harm, demean, or deprive the student of basic human necessities.
- (k) Data collection requirement. Beginning with the 2003-2004 school year, with the exception of actions covered by subsection (f) of this section, cumulative data regarding the use of restraint must be reported through the Public Education Information Management System (PEIMS).

H. Least Restrictive Environment (LRE) Placement

Initial: 

☒ 34 CFR §300.550. General LRE requirements.

- (b) [The charter holder] shall ensure—
 - (1) That to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and
 - (2) 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.

☒ 34 CFR §300.551. Continuum of alternative placements.

- (a) [The charter holder] shall ensure that a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services.
- (b) The continuum required in paragraph (a) of this section must—
 - (1) Include the alternative placements listed in the definition of special education under §300.26 (instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions); and
 - (2) Make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.

☒ 19 TAC §89.63. Instructional Arrangements and Settings.

- (a) [The charter holder] shall be able to provide services with special education personnel to students with disabilities in order to meet the special needs of those students in accordance with 34 Code of Federal Regulations, §§300.550-300.554.
- (b) Subject to §89.1075(e) of this title (relating to General Program Requirements and Local District Procedures) for the purpose of determining the student's instructional arrangement/setting, the regular school day is defined as the period of time determined appropriate by the admission, review, and dismissal (ARD) committee.
- (c) Instructional arrangements/settings shall be based on the individual needs and individualized education programs (IEPs) of eligible students receiving special education services and shall include the following.
 - (1) Mainstream. 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 must 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. Examples of services provided in this instructional arrangement include, but are not limited to, direct instruction, helping teacher, team teaching, co-teaching, interpreter, education aides, curricular or instructional modifications/accommodations, special materials/equipment, consultation with the student and his/her regular classroom teacher(s) regarding the student's progress in regular education classes, staff development, and reduction of ratio of students to instructional staff.
 - (2) Homebound. This instructional arrangement/setting is for providing special education and related services to students who are served at home or hospital bedside.
 - (A) Students served on a homebound or hospital bedside basis are expected to be confined for a minimum of four consecutive weeks as documented by a physician licensed to practice in the United States. Homebound or

hospital bedside instruction may, as provided by local [charter holder] policy, also be provided to chronically ill students who are expected to be confined for any period of time totaling at least four weeks throughout the school year as documented by a physician licensed to practice in the United States. The student's ARD committee shall determine the amount of services to be provided to the student in this instructional arrangement/setting in accordance with federal and state laws, rules, and regulations, including the provisions specified in subsection (b) of this section.

- (B) Home instruction may also be used for services to infants and toddlers (birth through age 2) and young children (ages 3-5) when determined appropriate by the child's individualized family services plan (IFSP) committee or ARD committee. This arrangement/setting also applies to school districts described in Texas Education Code, §29.014.
- (3) Hospital class. This instructional arrangement/setting is for providing special education instruction in a classroom, in a hospital facility, or a residential care and treatment facility not operated by the [charter holder]. If the students residing in the facility are provided special education services outside the facility, they are considered to be served in the instructional arrangement in which they are placed and are not to be considered as in a hospital class. . [See the TEA Letter to the Administrator Addressed, dated February 14, 2001.]
- (4) Speech therapy. This instructional arrangement/setting is for providing speech therapy services whether in a regular education classroom or in a setting other than a regular education classroom. When the only special education or related service provided to a student is speech therapy, then this instructional arrangement may not be combined with any other instructional arrangement.
- (5) Resource room/services. This instructional arrangement/setting is for providing special education and related services to a student in a setting other than regular education for less than 50% of the regular school day.
- (6) Self-contained (mild, moderate, or severe) regular campus. This instructional arrangement/setting is for providing special education and related services to a student who is in a self-contained program for 50% or more of the regular school day on a regular school campus.
- (7) Off home campus. This instructional arrangement/setting is for providing special education and related services to the following, []:
 - (A) a student who is one of a group of students from more than one school district [or charter school] served in a single location when a free appropriate public education is not available in the respective sending district [or charter school];
 - (B) a student whose instruction is provided by [the charter holder] personnel in a facility (other than a nonpublic day school) not operated by the charter holder; or
 - (C) a student in a self-contained program at a separate campus operated by the [charter holder] that provides only special education and related services.
- (8) Nonpublic day school. This instructional arrangement/setting is for providing special education and related services to students through a contractual agreement with a nonpublic school for special education.
- (9) Vocational adjustment class/program. This instructional arrangement/setting is for providing special education and related services to a student who is placed on a job with regularly scheduled direct involvement by special education personnel in the implementation of the student's IEP. This instructional arrangement/setting shall be used in conjunction with the student's individual transition plan and only after the [charter holder's] career and technology classes have been considered and determined inappropriate for the student.
- (10) Residential care and treatment facility (not school resident). This instructional arrangement/setting is for providing special education instruction and related services to students who reside in care and treatment facilities and whose parents do not reside within the boundaries of the school providing educational services to the students. In order to be considered in this arrangement, the services must be provided on a school campus. If the instruction is provided at the facility, rather than on a school campus, the instructional arrangement is considered to be the hospital class arrangement/setting rather than this instructional arrangement. Students with disabilities who reside in these facilities may be included in the average daily attendance of the school in the same way as all other students receiving special education. [See the TEA Letter to the Administrator Addressed, dated February 14, 2001.]
- (11) State school for persons with mental retardation. This instructional arrangement/setting is for providing special education and related services to a student who resides at a state school when the services are provided at the state school location. If services are provided on a local school campus, the student is considered to be served in the residential care and treatment facility arrangement/setting. [See the TEA Letter to the Administrator Addressed, dated February 14, 2001.]

☒ **34 CFR §300.552. Placements.**

(See Appendix A to CFR Part 300; Q. 19, Q. 37)

In determining the educational placement of a child with a disability, including a preschool child with a disability, [the charter holder] shall ensure that—

- (a) The placement decision—
 - (1) Is made by a group of persons, including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options; and
 - (2) Is made in conformity with the LRE provisions of this subpart, including §§300.550-300.554;
- (b) The child's placement—
 - (1) Is determined at least annually;
 - (2) Is based on the child's IEP; and
 - (3) Is as close as possible to the child's home;
- (c) Unless the IEP of a child with a disability requires some other arrangement, the child is educated in the school that he or she would attend if nondisabled;
- (d) In selecting the LRE, consideration is given to any potential harmful effect on the child or on the quality of services that he or she needs; and
- (e) A child with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general curriculum.

☒ **34 CFR §300.553. Nonacademic settings.**

In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and the services and activities set forth in §300.306, [the charter holder] shall ensure that each child with a disability participates with nondisabled children in those services and activities to the maximum extent appropriate to the needs of that child.

I. Transition Planning

Initial: 

☒ [The charter holder assures that it will comply with all federal and State rules and regulations regarding transition services, including any commissioner rules that result from the 78th Legislature's revisions to TEC §29.00.]

☒ **34 CFR §300.29. Transition services.**

- (a) As used in this part, transition services means a coordinated set of activities for a student with a disability that—
 - (1) Is designed within an outcome-oriented process, that promotes movement from school to post-school activities, including postsecondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation;
 - (2) Is based on the individual student's needs, taking into account the student's preferences and interests; and
 - (3) Includes—
 - (i) Instruction;
 - (ii) Related services;
 - (iii) Community experiences;
 - (iv) The development of employment and other post-school adult living objectives; and
 - (v) If appropriate, acquisition of daily living skills and functional vocational evaluation.
- (b) Transition services for students with disabilities may be special education, if provided as specially designed instruction, or related services, if required to assist a student with a disability to benefit from special education.

☒ **34 CFR §300.345. Parent participation.**

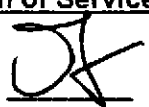
- (a) [Charter holder] responsibility—general. The [charter holder] shall take steps to ensure that one of both of the parents of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate including—
 - (1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
 - (2) Scheduling the meeting at a mutually agreed on time and place.
- (b) Information provided to parents.
 - (1) The notice required under paragraph (a)(1) of this section must—
 - (i) Indicate the purpose, time, and location of the meeting and who will be in attendance; and
 - (ii) Inform the parents of the provisions in §300.344(a)(6) and (c) (relating to the participation of other individuals on the IEP team who have knowledge or special expertise about the child).
 - (2) For a student with a disability beginning at age 14, or younger, if appropriate, the notice must also—
 - (i) Indicate that a purpose of the meeting will be the development of a statement of the transition services needs of the student required in §300.347(b)(1); and
 - (ii) Indicate that the [charter holder] will invite the student.
 - (3) For a student with a disability beginning at age 16, or younger, if appropriate, the notice must—
 - (i) Indicate that a purpose of the meeting is the consideration of needed transition services for the student required in §300.347(b)(2);
 - (ii) Indicate that the [charter holder] will invite the student; and
 - (iii) Identify any other agency that will be invited to send a representative.

☒ **34 CFR §300.344. IEP team.**

- (b) Transition services participants.
 - (1) Under paragraph (a)(7) of this section, the [charter holder] shall invite a student with a disability of any age to attend his or her IEP meeting if a purpose of the meeting will be the consideration of—
 - (i) The student's transition services needs under §300.347(b)(1);
 - (ii) The needed transition services for the student under §300.347(b)(2); or
 - (iii) Both.
 - (2) If the student does not attend the IEP meeting, the [charter holder] shall take other steps to ensure that the student's preferences and interests are considered.
 - (3) (i) In implementing the requirements of §300.347(b)(2), the [charter holder] also shall invite a representative of any other agency that is likely to be responsible for providing or paying for transition services.
 - (ii) If an agency invited to send a representative to a meeting does not do so, the [charter holder] shall take other steps to obtain participation of the other agency in the planning of any transition services.

☒ **34 CFR §300.348. Agency responsibilities for transition services.**

- (a) If a participating agency, other than the [charter holder], fails to provide the transition services described in the IEP in accordance with §300.347(b)(1), the [charter holder] shall reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.

J. Certified Personnel for the Provision of Services to Children with Special NeedsInitial: **19 TAC §89.1131. Qualifications of Special Education, Related Service, and Paraprofessional Personnel.**

- (a) All special education and related service personnel shall 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.
- (b) A teacher who holds a special education certificate or an endorsement may be assigned to any level of a basic special education instructional program serving eligible students 3-21 years of age, as defined in §89.1035(a) of this title (relating to Age Ranges for Student Eligibility), in accordance with the limitation of their certification, except for the following.
 - (1) Persons assigned to provide speech therapy instructional services must hold a valid Texas Education Agency (TEA) certificate in speech and hearing therapy or speech and language therapy, or a valid state license as a speech/language pathologist.
 - (2) Teachers holding only a special education endorsement for early childhood education for children with disabilities shall be assigned only to programs serving infants through Grade 6.
 - (3) Teachers assigned full-time to teaching students who are orthopedically impaired or other health impaired with the teaching station in the home or a hospital shall not be required to hold a special education certificate or endorsement as long as the personnel file contains an official transcript indicating that the teacher has completed a three-semester-hour survey course in the education of students with disabilities and three semester hours directly related to teaching students with physical impairments or other health impairments.
 - (4) Teachers certified in the education of students with visual impairments must be available to students with visual impairments, including deaf-blindness, through one of the [charter holders] instructional options, a shared services arrangement with other school districts [or charter holders], or an education service center (ESC). A teacher who is certified in the education of students with visual impairments must attend each admission, review, and dismissal (ARD) committee meeting or individualized family service plan (IFSP) meeting of a student with a visual impairment, including deaf-blindness.
 - (5) Teachers certified in the education of students with auditory impairments must be available to students with auditory impairments, including deaf-blindness, through one of the [charter holder's] instructional options, a regional day school program for the deaf, a shared services arrangement with other school districts or [charter holders], or an ESC. A teacher who is certified in the education of students with auditory impairments must attend each ARD committee meeting or IFSP meeting of a student with an auditory impairment, including deaf-blindness.
 - (6) The following provisions apply to physical education.
 - (A) When the ARD committee has made the determination and the arrangements are specified in the student's individualized education program (IEP), physical education may be provided by the following personnel:
 - (i) special education instructional or related service personnel who have the necessary skills and knowledge;
 - (ii) physical education teachers;
 - (iii) occupational therapists;
 - (iv) physical therapists; or
 - (v) occupational therapy assistants or physical therapy assistants working under supervision in accordance with the standards of their profession.
 - (B) When these services are provided by special education personnel, the [charter holder] must document that they have the necessary skills and knowledge. Documentation may include, but need not be limited to, inservice records, evidence of attendance at seminars or workshops, or transcripts of college courses.
 - (7) Teachers assigned full-time or part-time to instruction of students from birth through age two with visual impairments, including deaf-blindness, shall be certified in the education of students with visual impairments. Teachers assigned full-time or part-time to instruction of students from birth through age two who are deaf, including deaf-blindness, shall be certified in education for students who are deaf and severely hard of hearing. Other certifications for serving these students shall require prior approval from TEA.
 - (8) Teachers with secondary certification with the generic delivery system may be assigned to teach Grades 6-12 only.

- (c) Paraprofessional personnel must be certified and may be assigned to work with eligible students, general and-special education teachers, and related service personnel. Aides may also be assigned to assist students with special education transportation, serve as a job coach, or serve in support of community-based instruction. Aides paid from state administrative funds may be assigned to the Special Education Resource System (SERS), the Special Education Management System (SEMS), or other special education clerical or administrative duties.
- (d) Interpreting services for students who are deaf shall be provided by an interpreter who is certified in the appropriate language mode(s), if certification in such mode(s) is available. If certification is available, the interpreter must be certified by the Registry of Interpreters for the Deaf or the Texas Commission for the Deaf and Hard of Hearing, unless the interpreter has been granted an emergency permit by the commissioner of education to provide interpreting services for students who are deaf. The commissioner shall consider applications for the issuance of an emergency permit to provide interpreting services for students who are deaf on a case-by-case basis in accordance with requirements set forth in 34 CFR, §300.136, and standards and procedures established by the TEA. In no event will an emergency permit allow an uncertified interpreter to provide interpreting services for more than a total of three school years to students who are deaf.
- (e) Orientation and mobility instruction must be provided by a certified orientation and mobility specialist (COMS) who is certified by the Academy for Certification of Vision Rehabilitation and Education Professionals.

34 CFR §300.26. Special education.

- (a) General.
 - (1) As used in this part, the term special education means specially designed instruction, at no cost to the parents, to meet the unique needs of a child with a disability, including—
 - (i) Instruction conducted in the classroom, in the home, in hospitals and institutions, and in other settings; and
 - (ii) Instruction in physical education.
 - (2) The term includes each of the following, if it meets the requirements of paragraph (a)(1) of this section:
 - (i) Speech-language pathology services, or any other related service, if the service is considered special education rather than a related service under State standards;
 - (ii) Travel training; and
 - (iii) Vocational education.
- (b) Individual terms defined. The terms in this definition are defined as follows:
 - (1) At no cost means that all specially-designed instruction is provided without charge, but does not preclude incidental fees that are normally charged to nondisabled students or their parents as a part of the regular education program.
 - (2) Physical education—
 - (i) Means the development of—
 - (A) Physical and motor fitness;
 - (B) Fundamental motor skills and patterns; and
 - (C) Skills in aquatics, dance, and individual and group games and sports (including intramural and lifetime sports); and
 - (ii) Includes special physical education, adapted physical education, movement education, and motor development.
 - (3) Specially-designed instruction means adapting, as appropriate to the needs of an eligible child under this part, the content, methodology, or delivery of instruction—
 - (i) To address the unique needs of the child that result from the child's disability; and
 - (ii) To ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the [charter holder] that apply to all children.
 - (4) Travel training means providing instruction, as appropriate, to children with significant cognitive disabilities, and any other children with disabilities who require this instruction, to enable them to—
 - (i) Develop an awareness of the environment in which they live; and
 - (ii) Learn the skills necessary to move effectively and safely from place to place within that environment (e.g., in school, in the home, at work, and in the community).

- (5) Vocational education means organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree.

K. Services to Expelled Students

Initial:

☒ **34 CFR §300.121(d). Free appropriate public education (FAPE).**

(d) FAPE for children suspended or expelled from school.

- (1) [The charter holder] need not provide services during periods of removal under §300.520(a)(1) to a child with a disability who has been removed from his or her current placement for 10 school days or less in that school year, if services are not provided to a child without disabilities who has been similarly removed.
- (2) In the case of a child with a disability who has been removed from his or her current placement for more than 10 school days in that school year, the [charter holder], for the remainder of the removals, must—
 - (i) Provide services to the extent necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP, if the removal is—
 - (A) Under the school personnel's authority to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519(b) (§300.520(a)(1)); or
 - (B) For behavior that is not a manifestation of the child's disability, consistent with §300.524; and
 - (ii) Provide services consistent with §300.522, regarding determination of the appropriate interim alternative educational setting, if the removal is—
 - (A) For drug or weapons offenses under §300.520(a)(2); or
 - (B) Based on a hearing officer determination that maintaining the current placement of the child is substantially likely to result in injury to the child or to others if he or she remains in the current placement, consistent with §300.521.
- (3) (i) School personnel, in consultation with the child's special education teacher, determine the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed under the authority of school personnel to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519 (§300.520(a)(1)).
- (ii) The child's IEP team determines the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed because of behavior that has been determined not to be a manifestation of the child's disability, consistent with §300.524.

☒ **34 CFR §300.522. Determination of setting.**

- (a) General. The interim alternative educational setting referred to in §300.520(a)(2) must be determined by the IEP team.
- (b) Additional requirements. Any interim alternative educational setting in which a child is placed under §§300.520(a)(2) or 300.521 must—
 - (1) 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 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
 - (2) 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.

☒ **TEC §37.004. Placement of Students with Disabilities.**

- (a) The placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal committee.
- (b) Any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law may be taken only after the student's admission, review, and

dismissal committee conducts a manifestation determination review under 20 U.S.C. §1415(k)(4) and its subsequent amendments. Any disciplinary action regarding the student shall be determined in accordance with federal law and regulations, including laws or regulations requiring the provision of:

- (1) functional behavioral assessments;
 - (2) positive behavioral interventions, strategies, and supports;
 - (3) behavioral intervention plans; and
 - (4) manifestation determination review.
- (c) A student with a disability who receives special education services may not be placed in alternative education programs solely for educational purposes.
- (d) A teacher in an alternative education program under §37.008 who has a special education assignment must hold an appropriate certificate or permit for that assignment.
- (e) [This subsection applies if the charter holder has, in its student code of conduct, adopted the provisions of TEC §37.011]. Notwithstanding any other provision of this subchapter, in a county with a juvenile justice alternative education program established under §37.011, the expulsion under a provision of §37.007 described by this subsection of a student with a disability who receives special education services must occur in accordance with this subsection and Subsection (f). The [charter school] from which the student was expelled shall, in accordance with applicable federal law, provide the administrator of the juvenile justice alternative education program or the administrator's designee with reasonable notice of the meeting of the student's admission, review, and dismissal committee to discuss the student's expulsion. A representative of the juvenile justice alternative education program may participate in the meeting to the extent that the meeting relates to the student's placement in the program. This subsection applies only to an expulsion under:
- (1) §37.007(b), (c), or (f); or
 - (2) §37.007(d) as a result of conduct that contains the elements of any offense listed in §37.007(b)(3) against any employee or volunteer in retaliation for or as a result of the person's employment or association with [the charter holder].
- (f) [This subsection applies if the charter holder has, in its student code of conduct, adopted the provisions of TEC §37.011]. If, after placement of a student in a juvenile justice alternative education program under Subsection (e), the administrator of the program or the administrator's designee has concerns that the student's educational or behavioral needs cannot be met in the program, the administrator or designee shall immediately provide written notice of those concerns to the [charter school] from which the student was expelled. The student's admission, review, and dismissal committee shall meet to reconsider the placement of the student in the program. The [charter holder] 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 placement in the program.
- (g) Subsections (e) and (f) and this subsection expire September 1, 2005.

L. Allowable Expenditures of State Special Education Funds

Initial: 



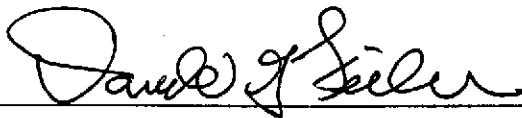
19 TAC §89.1125. Allowable Expenditures of State Special Education Funds.

- (a) 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 admission, review, and dismissal (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.
- (b) Personnel assigned to provide support services to the regular education program as stated in subsection (a) of this section may be fully funded from special education funds.
- (c) If personnel are assigned to special education on less than a full-time basis, except as stated in subsection (a) of this section, only that portion of time for which the personnel are assigned to students with disabilities shall be paid from state special education funds.

- (d) State special education funds may be used for special materials, supplies, and equipment which are directly related to the development and implementation of individualized education programs (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.
- (e) 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.
- (f) 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, the [charter holder] must use state or local funds based on actual expenses up to the state transportation maximum for private transportation contracts.
- (g) 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.

☒ **19 TAC §105.11. Maximum Allowable Indirect Cost.**

No more than 15 % of the [charter holder's] Foundation School Program special allotments under the Texas Education Code, Chapter 42, Subchapter C, may be expended for indirect costs related to the following programs: compensatory education, gifted and talented education, bilingual education and special language programs, career and technology education, and special education. Indirect costs may be attributed to the following expenditure function codes: 34 - Student Transportation; 41 - General Administration; 81 - Facilities Acquisition and Construction; and the Function 90 series of the general fund, as defined in the Texas Education Agency (TEA) bulletin, Financial Accountability System Resource Guide.



Signature of the Chairperson of the Board of the Charter Holder



Date of Signature

Donald G. Fisher, Chairman

Typed name and Title of the Chairperson of the Board of the Charter Holder

with appropriate educational services. The due process rights of disabled students and their parents under Section 504 will be enforced.

APPLICATION

Section 504 of the Rehabilitation Act of 1973 is major federal legislation that impacts entities that receive federal funding. It is civil rights legislation for persons with disabilities, which is designed to prevent any form of discrimination based on disability. Individuals with disabilities, who are otherwise qualified, are protected. Section 504 states: "No otherwise qualified person with a disability in the United States . . . shall, solely on the basis of disability, be denied access to, or the benefits of, or be subjected to discrimination under any program or activity provided by any institution receiving federal assistance."

Section 504 applies to persons considered to have a disability as defined in the Act. As a result, the question of eligibility is a critical issue. When determining the eligibility of individuals for Section 504 protections and services, the following questions must be addressed: 1-Is there a physical or mental disability? 2-If so, does it impair a major life activity? 3-If so, is the degree of impairment substantial?

KIPP Aspire Academy will follow definitions under Section 504 for a person is considered "disabled" if that person has a physical or mental impairment which substantially limits one or more of such person's major life activities, has a record of such an impairment, or is regarded as having such an impairment. The first part of the definition relates to the nature of the disability itself. A "physical or mental impairment" is defined as: Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The second part of the definition relates to the impact of the disability or condition on a "major life activity." The act defines a "major life activity" as: ". . . functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working."

KIPP Aspire Academy will appoint a Section 504 coordinator(s) to cover student issues, employment issues, and facilities. This position will be a regular education function; however, KIPP Aspire Academy may choose to use special education personnel if appropriate "split funding" is used.

Describe how your school meets the needs of children who qualify for other federal programs such as:

Title I, Part A

Improving Basic Programs Operated By Local Education Agencies

KIPP Aspire Academy's academic program has a significant increase in the amount and quality of learning time with a longer school day, school week and school year. It provides an enriched and accelerated curriculum and is designed specifically to meet the educational needs of historically underserved populations. KIPP Aspire Academy's trained teachers believe in early intervention for students who are demonstrating a difficulty mastering the TEKS and other school curricular elements. Parental support and involvement are high priorities for the school.

As KIPP Aspire Academy will begin with the fifth grade, and as this program is designed to support the reading initiative through grade three, this program is not applicable at this time.

Title I, Part C

Education of Migratory Children

KIPP Aspire Academy will, should the student population require such, develop a high quality and comprehensive educational program for migratory children to help address the instructional gaps that occur due to disruptions that result from repeated moves. It will ensure that migratory children are provided with appropriate educational services (including supportive services) that address their special needs in a coordinated and efficient manner, and ensure that migratory children have the opportunity to meet the same challenging curriculum and student performance standards that all KIPP Aspire Academy students are expected to meet. The school will design programs to assess needs of migratory children upon intake and to help migratory children overcome educational gaps, cultural and language barriers, social isolation, various health-related problems, and other factors that inhibit the ability of such children to do well in school, and to prepare such children to make a successful transition to post secondary education or employment. Lastly, the school will ensure that migratory children benefit from State and local systematic reforms.

Title I, Part D

Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent, or At-Risk

As the purpose of this subpart is to support the operation of LEA programs that involve collaboration with locally operated correctional facilities, and with KIPP Aspire Academy not serving in this capacity, this program would not be applicable to the charter school.

Title II, Part A

Teacher and Principal Training and Recruiting

As the purpose of Title II, Part A, is to increase the academic achievement of all students by helping the school improve teacher and principal quality and ensure that all teachers are highly qualified, KIPP Aspire Academy will utilize funds received to address challenges to teacher quality, including teacher preparation and qualifications of new teachers, recruitment and hiring, induction, professional development, and retention. Examples of how the school might address this aim are:

Recruitment: KIPP Aspire Academy intends to develop and implement activities to encourage high-quality individuals, including mid-career professionals, former military personnel, paraprofessionals, and recent college graduates, to enter the teaching profession through alternative routes to State certification. The school believes that there are many excellent potential teachers currently serving in other professions, and it intends to help find them.

Preparation and Professional Development: KIPP Aspire Academy will design and carry out activities that focus on increasing the subject matter knowledge and the instructional expertise of core teachers during the school's professional development times, both before and during the school year.

Support: KIPP Aspire Academy will develop and implement activities that will provide mentoring for new teachers and assist all teachers in how to use assessment data to guide instructional decisions. This is an important concept for KIPP Aspire Academy teachers as the school's "Focus on Results" can only be effective if those results are understood and utilized appropriately.

Ensuring Quality: KIPP Aspire Academy will develop and conduct activities that assist teachers with meeting the requirements for becoming highly qualified as defined under NCLB. Such activities might include financial support for alternative certification programs.

Retention: KIPP Aspire Academy will develop and implement merit-based performance systems that will provide differential pay and bonuses for teachers who teach in core subject areas.

Title II, Part D

Enhancing Education through Technology

This program will support KIPP Aspire Academy in developing, implementing and supporting a comprehensive instructional technology system that effectively uses technology to improve student academic achievement in a planned, coherent, integrated instructional manner. Substantial time and resources will be allocated to the ongoing professional development of the teaching staff in computer literacy and applications. These funds will supplement those already allocated by the school for the development of this important element in the school's academic program. The end result is a student body that is computer literate and can apply technology in a variety of educational and recreational manners.

Title III, Part A

English Language Acquisition, Language Enhancement, and Academic Achievement

Should the KIPP Aspire Academy elect to apply for a sub grant under this program to supplement its bilingual/ESL program, the school would enhance its ability to develop English language competency for its students of limited English ability. KIPP schools across the nation have and are establishing track records of quality success with English language learners, and KIPP Aspire Academy will continue that direction as well. The basic tenets of Title III, Part A are imbedded within the structure of the school. For example, all students, regardless of primary language, will take the TAKS test in English after a thorough and rigorous year of English language instruction and support.

Title IV, Part A, Subpart 1 Safe and Drug-Free Schools and Communities

KIPP Aspire Academy shall use funds received under this Title program to develop and implement a comprehensive drug and violence prevention program that will, for all students and employees, be designed to prevent the use, possession, and distribution of tobacco, alcohol, and illegal drugs by students and to prevent the illegal use, possession, and distribution of such substances by employees; prevent violence and promote school safety; and create a disciplined environment conducive to learning. It will further include activities to promote the involvement of parents and coordination with community groups and agencies, including the distribution of information about KIPP Aspire's SDFSCA needs, goals, and programs.

As KIPP Aspire Academy is not seeking to develop a direct partnership with a community-based organization to provide a before, or after-school program separate from the school's inherent extended school day, this program would not be applicable at this time.

Title V, Part A**Innovative Programs**

With the primary purpose of the Title V, Part A program to support education reform efforts that are consistent with and support statewide education reform efforts, and as KIPP Aspire Academy in particular fits four of the efforts outlined in the statute, namely it is a promising education reform project, it is a program designed to improve the education of educationally disadvantaged students, it has chosen to do this through a charter school, and as such, creates another choice for the parents and children of San Antonio. With the understanding that a needs assessment and the involvement of parents in the design process would be necessary, funds received under this program could be used for a variety of activities including providing extended day/week/year instructional times as well as more specific student safety related activities such as the provision of school nursing services and CPR training for all staff.

Title VI, Part B, Subpart 2 Rural and Low-Income Schools

Since KIPP Aspire Academy will serve a geographic area located within the city limits of San Antonio, it is not anticipated the school will be eligible for funds under this program.

Describe how your school meets the needs of children who qualify for other state programs such as:

Bilingual/English as a Second Language (ESL)

KIPP schools have had tremendous success with Bilingual/English as a Second Language (ESL) students. During the first year at KIPP Houston, two-thirds of the students began with a bilingual education label yet by the end of that year, two-thirds had acquired a "gifted and talented" label. KIPP Aspire Academy will comply with all federal, state and judicial mandates for English Learners. The school will have a district assigned evaluator test and assess the English proficiency of students having an English Learner (EL) label.

Given the demographics of the surrounding school districts, KIPP Aspire Academy expects that up to 25% of its students will be classified as Limited English Proficient (LEP). The school is dedicated to providing these students with an exceptional education and transitioning them into English Proficiency as soon as possible. However, the school also recognizes the importance of valuing students' native languages, and will reinforce an appreciation for the cultures, customs, and languages of all its students through the school's core curriculum, enrichment programs, and life-skills curriculum. KIPP Aspire Academy will also seek to hire a staff reflective of the student body that speaks a variety of languages that can serve the student population.

Students who enter the school with a LEP label will be tutored during study hall or the enrichment period. Immersion in the regular classroom will be the preferred model for mastering the English language. The LEP students' English Language Development progress will be monitored by teachers and qualified evaluators. It is the goal of KIPP Aspire Academy that all of its students will leave the school proficient in the English language.

APPLICATION

Teachers will use instructional strategies such as cooperative learning, thematic teaching, the language experience approach, dialogue journals, scaffolding, kinesthetic activities, graphic organizers, pre-teaching vocabulary and jigsaws among others to provide opportunities for maximum comprehensible input. Teachers will also create learning environments that allow students to practice academic English and produce comprehensible output.

KIPP Aspire Academy will ensure that all LEP students have access to the core content and will employ or contract with the necessary specialists in order to do so. Should a child not be officially identified as LEP, he/she will be monitored regularly via various assessment techniques to ensure his/her retention of the material.

All parents or guardians of students classified as LEP will be notified in writing. The school will translate materials as needed to ensure that parents of EL students understand all communications and are involved in all processes related to the English Language Development of their child.

State Compensatory Education

As the school has identified the historically underserved as its target student population, these children will attend a school designed to help them overcome any educational deficits. Considerable additional time on task with personal attention will be a constant in the lives of children at KIPP Aspire Academy.

Dyslexia

Screening and modifications for students with needs in this area will be accomplished according to all state and applicable federal statutes and regulations. Training for teachers will be a specific part of the school's faculty professional development.

Gifted and Talented

All students will be challenged to reach their intellectual potential within the instructional program, therefore the school will not offer a formal, separate gifted and talented program. During an enrichment period, teachers may work with students who are exceeding expectations by providing opportunities for project-based learning, discovery learning or computer activities. Existing KIPP schools have offered activities such as art, martial arts, publishing, strategy games, test preparation, flag football, drama, ballet, self defense, basketball, volleyball, baseball, piano, silk screening, chess, yearbook and photography.

Describe how your school identifies and provides educational support for students who are identified as being "at risk of dropping out of school" as defined in TEC §29.081. (See APPENDIX I.)

KIPP Aspire Academy will diligently apply the criteria listed in TEC 29.081 in identifying students at risk of dropping out of school. A review of incoming school records will be augmented with an individual assessment against the state criteria will be accomplished annually. The basic mission of the school is college prep, therefore every aspect of the school's programs and culture are designed to specifically address staying in school, not just through high school, but through college. The extra time in academics, the field lessons to

colleges and universities, the increased interaction with parents, all are designed to provide the support needed for students to not consider dropping out as a viable option for their lives.

15. Business Plan (Reviewed by TEA)

APPLICATION

Financial Management

Provide specific information regarding sources and projected amounts of start-up funding. Through a grant application process, federal funds are available for up to 18 months of post-award planning and up to two years of implementation. However, start-up funds are available for up to three years. Actual funding depends on the number of eligible charters and continuation of funds from the U.S. Department of Education. An appropriate estimate for a first-year grant is \$100,000.

Source	Type	Amount
KIPP Foundation	Line of Credit	\$15,000
KIPP Foundation (through DOE)	Grant	\$30,000
Walton Family Foundation	Planning Grant	\$10,000
U.S. Department of Education	Start-Up Grant	\$100,000

Provide documentation (*i.e.*, letters of credit, letters from donors, loan agreements, *etc.*) verifying all sources of private funding (ATTACHMENT 16). If there are no private sources of funds, be sure to note this as the attachment.

Please see Attachment 16.

Develop a start-up budget, covering only the planning and capital expenses necessary before the charter school opens (ATTACHMENT 17). Identify all the sources of funds to be used and the expenses to be incurred. Use the start-up budget template included in APPENDIX VI and found on the following web page:

<http://www.tea.state.tx.us./charter/rfa.htm>

Only the start-up budget template included in APPENDIX VI will be accepted with the application.

Prepare a budget for the charter school's first year of operation (ATTACHMENT 18). The budget must identify all of the projected sources of local, state, and federal revenue, including other sources of financing, and all planned expenses. Use the budget template for year one of operation included in APPENDIX VII and found on the following web page:

<http://www.tea.state.tx.us./charter/rfa.htm>

Only the budget template included in APPENDIX VII will be accepted with the application. To complete the budget template, use the Special Supplement To Financial Accounting and Reporting Nonprofit Charter School Chart Of Accounts. To ensure that the account codes are used appropriately, see the following web page:

<http://www.tea.state.tx.us/school.finance/audit/chartercodes0701.doc>

NOTE: *If an escalating enrollment is planned, a budget must be included for each year that an increase in enrollment is requested.*

Discuss any fundraising efforts to generate capital or to supplement the per pupil allocations (ADA) that are planned.

KIPP Aspire Academy plans to address budget shortfalls and expanded programming through fundraising efforts with individuals and philanthropic organizations. Philanthropic targets to address fundraising needs include: The Goldsbury Foundation, The Ray Ellison Family Foundation, The Brackenridge Foundation, The Halsell Foundation, The Kleberg Foundation for Wildlife Conservation, The Kleberg, Jr. Foundation (Robert J. and Helen C.), The San Antonio Area Foundation, The SBC Foundation and The Zachry Foundation. These targets have been identified because of their history of funding nonprofit organizations, particularly those addressing educational issues; in addition, some foundations were already familiar with the KIPP model and have previously supported KIPP Schools throughout the country. The KIPP Aspire Academy school director and trailblazer are in the process of meeting with all the above listed foundations in face-to-face meetings to make introductions and to explain the KIPP model. We have also identified specific fundable programs and tailored those based on the giving priorities of each foundation.

A number of special events will build awareness of, and request support for, KIPP Aspire Academy's mission and program. One such event will be a "KIPP Aspire Academy Night" hosted by an anonymous donor, in which individuals who express interest in KIPP Aspire Academy will be gathered together for a presentation about the school. This event will raise awareness of what we are doing at the school and will build our supporter base. In addition, another individual donor has offered to contact friends and interested funders and gather them together for a presentation by the KIPP Aspire Academy school director, trailblazer, guide and KIPP Houston alumni. A number of community nights are also scheduled to bring many community members into the facility so they can learn about what is happening in their neighborhood and tour the facility. While not a formal or "special event", all supporters of KIPP Aspire Academy will be encouraged to actively participate in the education of KIPP Aspire students by volunteering to read with them and tutor them. The relationship building among students, KIPP Aspire faculty and staff, parents and supporters will build a greater sense of ownership and community for all involved.

A Development Committee consisting of members of the Board of Directors will accept responsibility for initiating projects and programs that will raise awareness and bring resources to the school. They will collaboratively set goals and targets for themselves (e.g., one major event and/or campaign each calendar year), and the Board Chair will check their progress and hold them accountable for such targets.

Discuss the ways that the school will address anticipated growth in the areas of personnel, facility, and equipment expenditures.

KIPP Aspire Academy will work with the staffing plan below to address growth in personnel.

KIPP Aspire Academy Staffing Plan

Staff			
	Year 1	Year 2	Year 3
Office Manager	1 Full	1 Full	1 Full
Registrar	Office Mgr covers	1 Half	1 Half
Business Mgr	School leader covers	1 Half	1 Half
Counselor	School leader covers	1 Full	1 Full
Nurse			
Dean of Students			Teacher will do this half time and teach half time
Custodian	1 Full	1 Full	1 Full
Transportation	Contract	Contract	Contract
Food Services	Contract	Contract	Contract
Volunteer Coord.	Volunteer	5 hours/week	10 hours/week
H.S. Interns	1 at 5 hours/ week	2 at 5 hours/ week	2 at 5 hours/ week
Faculty			
	Year 1	Year 2	Year 3
Language Arts	2 Full	3 Full	4 Full
Math	2 Full	3 Full	4 Full

Science	2 Full	3 Full	4 Full
Social Studies	2 Full	3 Full	4 Full
P.E.	1 Full	1 Full	1 Full
Technology	Teach in core classes	1 Full	1 Full
Thinking Skills/ Life Skills	Core teachers	Core teachers	Core teachers
Spanish	None	1 Full	1 Full
Health	Through P.E.	Through P.E.	Through P.E.
Art	Saturday School	Saturday School	Saturday School
Chess	Saturday School	Saturday School	Saturday School
Dance	Saturday School	Saturday School	Saturday School
Martial Arts		Saturday School	Saturday School
Special Education	Covered by P.E. teacher and Co-op	Covered by P.E. teacher and Co-op	Covered by P.E. teacher and Co-op

The school director of KIPP Aspire Academy will seek a highly dedicated and talented staff. In order to sustain the momentum and intensity of the KIPP Aspire Academy framework, the school will concentrate recruiting efforts locally; however, recruiting on the national level will

seek teachers from across the disciplines with the greatest success rates and strongest commitments to education. A sample of recruiting targets is listed below:

APPLICATION

- Teach For America Newsletter
- TFA All Corp Meetings
- Local newspaper
- Education periodicals
- Internet postings
- KIPP Aspire Academy information sessions
- Education programs in local universities

For individuals interested in teaching positions at KIPP Aspire Academy, the hiring process will resemble the following:

Step One: Review and Screen Resume, Cover Letter, & Online Application

[Call to set up phone interview]

Step Two: Conduct Phone Interview

[Applicants who make it past this round would receive the KIPP 60-minutes video to view with questions set. They will be asked to bring in the video & the answers to the questions to the One-on-One interview]

Step Three: One-on-One Interview

[If impressed, we ask to see applicant delivering instruction or modeling a lesson]

Step Four: Observe Applicant Teaching

1. Show them an evaluation rubric (applicants will be asked if they will be open to receiving feedback from lesson)
2. Request a lesson plan
3. Watch them deliver the lesson
4. Complete rubric
5. KIPP style: Leave thank you note on desk, asking them to call you for further information

Step Five: Reference Checks

1. Contact all references listed on application
2. Ask each reference for other references
3. Ask how many days they missed in the last year
4. Ask for strengths and weaknesses
5. Ask if any performance issues needed to be discussed and how the person responded

Step Six: Final Interview

1. Feedback of Lesson
2. Tentative Schedule of Week (including Saturday School)

3. Local statistics (Standardized Test Scores)
4. Open for questions

Step Seven: Extend offer of employment

For the first year of operations, the school director will make all hiring decisions; however, he may, at his discretion, chose to seek advice from members of the Board of Directors. The school director is committed to seeking out the best teachers for KIPP Aspire Academy. In future years, while not directly involved in the hiring process, existing teachers will assist in offering insight into applicants and their "fit" at KIPP Aspire.

Each employee will be fully qualified with both a Bachelor's degree and the necessary training for the given position. Additionally, all staff must meet any additional guidelines and standards set by the KIPP Aspire Academy Board of Directors.

KIPP Aspire Academy's first year will serve approximately 180 fifth and sixth grade students (90 each class), growing 90 students per year until there are 360 students in grades 5 through 8.

The Lutheran High School location has ample space to contain a 5th – 8th grade school as well as the community services that are in the long-term vision for KIPP Aspire Academy. The lease of this building toward an eventual purchase would combine the shorter-term commitment of a temporary location with the potential stability of a permanent location. This property could enable the school to not need to move at all. This location is in a neighborhood whose schools have been declining in quality for many years and has a significant underserved student population. The school provides access to fields, a cafeteria, and a gymnasium starting in the first year. The potential transition would allow ample time to learn the campus, which would be beneficial as a school director as well as give us a better understanding of a suitable price for a purchase. This property is in a neighborhood rather than a business park. The administrative building is fairly new and the school portion is in a good state of repair, which would mean that fewer renovations would be necessary in order to move in and start school.

KIPP Aspire Academy's plan for equipment purchases is consistent with the model in place at existing KIPP schools. We plan to outfit each classroom with standard academic materials (student desks, tables, chairs, teachers desk, overhead projectors/LCD machines and whiteboards). We also plan to provide each teacher and office staff member with a laptop or desktop computer to model use for our students and enhance intra-staff communication. In addition, we plan to add 10-15 student computers each year provided that we raise the necessary funding. These computers will be integrated into lessons and offer the students an opportunity to enhance their technology skills while simultaneously re-enforcing the academic lessons and materials presented by our staff.

Include a copy of the current or proposed Accounting Policies and Business Procedures Manual (ATTACHMENT 19). The manual should discuss how the charter school's business office would operate and include the forms to be used by charter school personnel. Refer to the Special Supplement to the Financial Accountability System Resource Guide, Charter Schools. For further information, see the following web page:

<http://www.tea.state.tx.us/school.finance/audit/chrtsupp0901revised.doc>

Please see Attachment 19 for a sample manual.

Provide a copy of the current or proposed monthly budget status report that will be provided (ATTACHMENT 20) to the board of directors.

Please see Attachment 20.

Identify the financial accounting software (i.e., the complete name of the software application and the software version) that the charter school will use. Discuss the charter school's financial accounting software ability to track asset, liability, net asset, revenue and expense data. Discuss the charter school's financial accounting software ability to record and maintain the budget, including amendments, approved by the governing body of the charter school. Discuss the charter school's financial accounting software ability to record and maintain information regarding outstanding liabilities. Bear in mind that the charter school's financial accounting software must enable the charter school to comply with the requirements discussed in the Special Supplement To Financial Accounting and Reporting Nonprofit Charter School Chart Of Accounts

Identify the financial accounting software (i.e., the complete name of the software application and the software version) that the charter school will use.

The accounting software is Specialized Data Systems also known as SDS. The version KIPP Aspire Academy will be using is Version 8.

Discuss the charter school's financial accounting software ability to track asset, liability, net asset, revenue and expense data.

The system is able to keep track of assets, liabilities, fund balance accounts, revenue and expense accounts on an individual basis. The system has three basic accounting statements that are preprogrammed into the system. They are the balance sheet, expenditure and revenue statements. From these three statements the user can design more statements that would be useful to them. Each account can be viewed in the statement by just a total by account number or the entire detail can be viewed for each account.

Discuss the charter school's financial accounting software ability to record and maintain the budget, including amendments, approved by the governing body of the charter school.

The Version 8 software has three columns to keep track of the Current Operating Budget. These columns are Adopted, Adjustments and Transfers. There are four columns that can be used for developing the Next Year Budget. These columns are Proposed, Adjustments, Approved and Adopted. Within these columns there is the ability to do projections from previous history or to project an increase by a certain percent. The user is also able to sequence out certain types of accounts and do different projections based on the type of account they are working with. For example, if the charter school wants to increase salaries by 3% from last year, they would be able to sequence out the salary accounts and only give a 3% increase to those accounts without affecting the other expense accounts.

Discuss the charter school's financial accounting software ability to record and maintain information regarding outstanding liabilities.

The system is able to keep track of liabilities through both the accounts payable part of the system and payroll.

Bear in mind that the charter school's financial accounting software must enable the charter school to comply with the requirements discussed in the Special Supplement To Financial Accounting and Reporting Nonprofit Charter School Chart Of Accounts.

SDS allows the user to enter the chart of account structure that is required by the Charter School Chart of Accounts.

If the charter school will not employ staff to operate its business office, identify the name of the individual(s) or the name of the vendor that the charter school will retain to create and maintain its financial accounting records. Include a copy of any written agreements.

KIPP Aspire Academy will employ a business manager to maintain its financial accounting records.

Discuss how the financial accounting software will enable the charter school to submit financial accounting data to be included in the Public Education Information Management System (PEIMS).

SDS has a PEIMS module that enables the charter school to import data from SDS into the proper tables for each submission. The charter school would then export from the PEIMS module and this will create the flat file that runs against the TEA editor for PEIMS.

SDS will also enable KIPP Aspire Academy to submit financial accounting data to be included in PEIMS in a timely manner.

Student Attendance Accounting

Identify the student attendance accounting software (*i.e.*, the complete name of the software application and the software version) that the charter school will use. Discuss the charter school's student attendance accounting software ability to produce the required reports and track student-related data required in PEIMS. Bear in mind that the charter school's student attendance accounting software must enable the charter school to comply with the requirements discussed in the Student Attendance Accounting Handbook.

KIPP Aspire Academy will use SDS Student software Version 7 for student attendance accounting.

SDS Student software meets the requirements on attendance. We will have modified all reports that the charter school sends in every six weeks to comply with the Texas Education Agency School Finance Division. These reports are done by Campus ID of Residence as required. In addition, SDS will enable the schools to generate a Charter 6 week summary, a Charter 6 week detail (this is by student which the TEA auditors look at when they visit), a Charter SPED Report and the Charter Vocational Report, and a Charter G/T report.

The PEIMS module also allows the charter school to import data from SDS and then export to create the flat file to run against TEA's editor.

Attach a school calendar (ATTACHMENT 21) and identify the hours of school operation including a description of teacher/student contact hours. Use the calendar template in APPENDIX VIII to design the school calendar.

Use the following abbreviations on the calendar:

H holiday
SD staff development day
BWM bad weather make-up day
TWD teacher work day

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Please see Attachment 21.

More time on task is central to the success of KIPP Aspire Academy students. Students will attend school Monday through Thursday from 7:30 a.m. to 5:00 p.m. and on Friday from 7:30 a.m. to 2:30 p.m. Nine and one half hours each weekday, four and one half hours every other Saturday, and three weeks every summer will enable KIPP Aspire Academy students to achieve remarkable academic and social progress. A typical day for a KIPP Aspire Academy student is broken down according to the following schedule:

7:30 a.m. – 7:50 a.m. (Advisory and Morning Work)

KIPP Aspire Academy students will start the day on-task. During the time allotted for morning work, students will arrive for breakfast and work on math, reading, logic and critical thinking skills through a variety of cross-curriculum problem-solving activities.

7:50 a.m. – 4:00 p.m. (Core Academic Subjects)

For the majority of the day, students will be engaged in the standard curriculum areas of English language arts, mathematics, science, social studies, fine arts, foreign languages, thinking skills, current events, technology, physical education and health.

During the 7:50 am – 4:00 p.m. core subject instructional time, a 60 minute lunch and clean up will occur. Noting that many schools are only allotted a 20-minute lunch, this extra time will provide a break for eating and a well-deserved rest from the instructional program.

4:00 – 4:30 p.m. (Advisory)

The goal of advisory is to build the culture and community of the school by providing a consistent and stable “family” for each student within the school. The advisory will provide time for enrichment and individualization and will serve to teach the values of the school (Integrity, Scholarship, Teamwork, Perseverance and Leadership) within the context of daily life. It will teach life skills, such as goal setting, staying organized, and conflict resolution, within the context of their daily struggles and it will provide a vehicle for the students to learn the value of and practice community service.

Advisory will also provide students with a time to work on their portfolios and consult with their advisor as to their progress. Lastly, advisory is a way to set aside the resources of time and people to build relationships and address individual interests through increasingly complex independent projects, culminating in an Independent Learning Project (I.L.P.).

As research and experience have repeatedly demonstrated, small group settings are very important to students feeling invested in a school and taking ownership of their own learning. Likewise, the opportunity to build an ongoing relationship with a caring and responsible adult has significant implications for a student’s character development and their social development. Recognizing this, each student in KIPP Aspire Academy will be in an advisory of approximately 16 students from each of the three homerooms and a teacher. The advisory will meet twice a day to work on personal development and teamwork, and address issues

important to the school. Advisory groups and advisors will stick together over the four years that the students are at the school. In an effort to bridge the gap between school and the home, the advisor will serve as the constant focal point for communication between a student's teachers and family.

APPLICATION

4:30 p.m. - 5:00 p.m. (Enrichment Period and Extracurricular Activities)

Following the 30 minutes of advisory proper will be 30 minutes of study hall and tutoring, which will take place in the advisory groups as well. During this time the students will practice the study skills they learn in the academic classes and in Life Skills in a structured environment and with the support of teachers available.

When students are in seventh and eighth grade and are not only caught up to appropriate state standards, but surpassing them, extracurricular activities will take place beginning at 4:00 and novel reading will be worked in at various other times throughout the day. It will be mandatory for seventh and eighth grade students to participate in at least one sport or club activity. The extracurricular program will include competitive sports (such as football, volleyball, basketball, baseball, ultimate Frisbee, softball and soccer), drama, dance team, school newspaper and magazine, yearbook, debate team and service projects.

In addition, students may attend an Enrichment Period in which they receive a daily snack and have the option of working on homework, receiving individualized tutoring from teachers, or participating in group projects. Students who are not performing up to academic expectations will forego the enrichment period. Instead, these students will receive remedial instruction and study hall during this period.

Annual School Calendar

KIPP Aspire Academy will surpass the local district's calendars of minimal days and will add 20-22 Saturdays as well as a summer component. The school will not hold Saturday school during summer or holiday weekends. The summer component will be scheduled to commence prior to the beginning of the school year (typically July). The total number of days in class per year will be approximately 220.

Facility Management

Provide the address and describe the physical facility.

Address:

1826 Basse Road
San Antonio, Texas 78213

Physical Description:

2004 – 2005 School Year:

4,244 square feet of lease space on the 1st floor and 3,918 square feet of space on the 3rd floor within a 4-story, 24,169 +/- square foot, brick veneer, light steel frame structured building known as the Garnet & Gray building on approximately 10.661 acres of land. The building is located on the Lutheran High School site.

Explain why this site would be a suitable facility for the proposed school.

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The designated school site is located in a neighborhood within the defined attendance area. As it is in a neighborhood, it will be safer for students walking to school and it provides a community feel to the school. The facility is in excellent condition with a spacious and well-designed floor plan that facilitates smooth student transitions between classes. The facility provides the school with daily access to a cafeteria, a gymnasium, and playing fields, all of which are in very good condition. As the facility has been used as a school for many years, it is designed to allow safe passage for buses picking up and dropping off students. The facility will be fully handicapped accessible following the planned renovations. The building is safe, spacious, modern, accessible and located in a safe neighborhood.

Attach a copy of a lease agreement, deed to property or purchase agreement as applicable (ATTACHMENT 22). If not yet available, explain as the ATTACHMENT and be prepared to provide PRIOR TO THE OPENING OF SCHOOL.

Please see Attachment 22.

Attach a copy of the certificate of occupancy showing the site APPROVED FOR THE OPERATION OF A SCHOOL (ATTACHMENT 23). If a certificate of occupancy has not yet been obtained, ATTACHMENT 23 should simply state, "See ATTACHMENT 24." All applicants must complete ATTACHMENT 24 as found in APPENDIX IX.

Please see Attachments 23 and 24.

Address the necessity of renovation to the facility and compliance with applicable building codes. Describe the services of the facility including heating, ventilation, and lighting, sanitary conditions and water supply. Describe how all federal, state, and local safety and health requirements will be met.

Renovations:

Renovations to the space shall include the removal of non-load bearing partitions to create appropriately sized classrooms. Two rest rooms on the first floor will be re-configured to allow access from the corridor rather than from the classrooms and to meet accessibility requirements.

Local San Antonio architects O'Neill Conrad Oppelt Architects, Mr. Mickey Conrad, have been employed in the investigation, planning and compliance of the space with safety and health requirements. They in-turn have employed the services of Accessibility Unlimited, Mr. Peter Grojean, as an accessibility consultant.

The building is a completely modern facility with fully functional and compliant central HVAC systems, recessed fluorescent lighting, and fully compliant sanitary and water systems with an existing Certificate of Occupancy for educational usage. City inspections during the course of the renovations will assure continued compliance with all regulations. Sewer and water service is provided by the City of San Antonio. City Public Service provides electricity and natural gas services.

Include the asbestos management plan (ATTACHMENT 25) as required by federal law.

Please see Attachment 25.

If there is no asbestos management plan, ATTACHMENT 25 should read "See ATTACHMENT 26." All applicants must appropriately complete ATTACHMENT 26 as found in APPENDIX X.

Please see Attachment 26.

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

Special Use Areas

The building in which we are renting space is one of a group of fourteen buildings on the site. A shared use agreement is included in the lease for the space and includes use of the 14,000 square foot Gym/Kitchen/Cafeteria Annex, a baseball field and open playground and close to 1,000 parking spaces.

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

Future Steps

The entire site is available for purchase. Our lease includes a right of first refusal on any valid third party purchase offers. It is the schools desire to purchase the property in the future. In addition to the special use areas described above, the site includes multiple classrooms within its total 79,392 square feet of interior space.

Transportation and Food Service

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

KIPP Aspire Academy will provide transportation to each special needs student as specified in each relevant IEP. Other transportation needs will be addressed by the Board of Directors through a contractual relationship with a transportation vendor. The school will comply with all regulations for the transportation of school children as delineated by the Transportation Division of TEA.

Describe plans to insure that transportation meets all federal, state, and local safety requirements.

Constant monitoring of vendor services in this area will be the responsibility of the school director under the oversight of the Board of Directors.

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

NOTE: IF 10% OF THE STUDENTS QUALIFY FOR FREE OR REDUCED BREAKFAST, THE SCHOOL IS REQUIRED BY TEXAS EDUCATION CODE § 33.901 TO PROVIDE A BREAKFAST PROGRAM FOR THOSE STUDENTS.

KIPP Aspire Academy will contract for food service with a reputable vendor, providing both breakfast and lunch as required under the law. The school will participate in and comply with all regulations of the National School Lunch Program and the School Breakfast Program as administered by the Child Nutrition Program of TEA.

KIPP Aspire Academy will offer a hot/cold breakfast, snack and lunch program to all students. Additionally, the school will participate in the federal School Breakfast Program and the National School Lunch Program, administered by the United States Department of Agriculture (USDA.) Both programs offer free or reduced meals to all students that meet eligibility requirements. Typically, students from households with incomes at or below 130% of the poverty level (in 2002, \$23,530 for a family of four) are eligible for free meals, while students from households with incomes between 130% and 185% of the poverty level (in 2002, between \$23,530 and \$33,485 for a family of four) are eligible for reduced-price meals. Per federal law, the school will not charge more than 25-cents for reduced-priced meals.

KIPP Aspire Academy will contract for food services through a food vendor and will seek vendor recommendations from local public schools and charter schools. The school anticipates having all meals prepared off-site and brought in on a daily basis. KIPP Aspire Academy will provide an on-site refrigerator for short-term milk storage and an eating area/cafeteria for meal consumption. All meals will meet USDA minimum nutrition requirements, including dietary guidelines, and recommended daily allowances of protein, Vitamin A, Vitamin C, iron, calcium and calories.

Describe plans to insure that food service meets all federal, state, and local health requirements.

Constant monitoring of vendor services in this area will be the responsibility of the school director under the oversight of the Board of Directors.

16. Geographic Boundaries and Statements of Impact (Reviewed by TEA)

Geographic Boundaries

Describe the geographic area to be served by the school. Include a written description that clearly explains the area to be served.

Geographic Boundaries for KIPP Aspire Academy:

The attendance area for KIPP Aspire Academy will be the area inside NE Loop 410, not including Alamo Heights ISD or military bases.

This attendance area encompasses a portion of each of the following San Antonio area Independent School Districts:

1. San Antonio ISD
2. North East ISD
3. Northside ISD
4. Somerset ISD
5. Edgewood ISD
6. Harlandale ISD
7. South San Antonio ISD
8. Southside ISD
9. Southwest ISD
10. Judson ISD
11. East Central ISD

NOTE: THIS DESCRIPTION MUST BE SPECIFIC AND DEFINITE. FOR EXAMPLE, DESCRIPTIONS SUCH AS "SOUTHWEST PORTION OF THE CITY" OR "THE GREATER METROPOLITAN AREA" ARE INSUFFICIENT. INCLUDE A LIST (ATTACHMENT 27) OF SCHOOL DISTRICTS FROM WHICH THE CHARTER SCHOOL WILL ACCEPT STUDENTS.

Discuss procedures adopted to comply with reporting requirements pursuant to Civil Action 5281 for charter schools and districts.

The school asserts that it will faithfully comply with all reporting rules and regulations regarding compliance regarding Civil Action 5281. The school's PEIMS data will be accurate and its annual reporting of transfer (all) students will be timely and accurate.

KIPP Aspire Academy will not discriminate on the basis of race, color, national origin, sex, or disability in any of their programs or activities.

KIPP Aspire Academy will use the Automated Student Transfer Reporting System to report student transfers during the dates necessary in order for the system to determine compliance/ noncompliance status. Student transfer data will be entered into the system by charter school staff using local computer access. KIPP Aspire Academy will use the automated system to provide a convenient method for determining compliance/noncompliance on an individual student basis. KIPP Aspire Academy understands that failure to report will result in noncompliance with the federal court order CA-5281.

For purposes of the TEA database, charter geographic boundaries will be defined by districts receiving statements of impact as defined in TEC 12.110.

Statements of Impact

The sponsoring entity must send a copy of the form (by certified mail, return receipt requested) to show proof of mailing in APPENDIX IV, *Statement of Impact*, to the superintendents of all (public school districts and charter schools) that are likely to be affected by the establishment of the charter school. The purpose of the form is to document any adverse impact on the affected district or any potential enrollment shift that may impede a district's ability to comply with a court order affecting the district. The form must be sent to all districts in the geographic area from which the school will draw students. *A copy of the charter school application two-page coversheet and a letter from the sponsoring entity must accompany the form*, requesting the superintendent of the affected district to submit the signed and completed form to the Texas Education Agency. (A sample letter is also included in APPENDIX IV of this document.) If requested by a superintendent receiving the statement of impact, a complete copy of the application including all attachments must be provided.

The *Statement of Impact* form and the completed application coversheets must be sent to all affected districts in time to include signed certified return receipt card copies as part of the charter application submitted to TEA.

The charter school application must include a list of the districts to which a *Statement of Impact* form and application coversheets were sent. Submit with your application a copy of the certified return receipts (ATTACHMENT 28) showing the dates the forms were received and signed for by the districts.

KIPP Foundation sent Statement of Impact forms and Application coversheets to the following districts:

Clarify geographic boundaries

- o Page 66 will be corrected to state "KIPP Aspire Academy is a free public school open to all residents living inside Loop 410, except Alamo Heights and military bases."

Clarify non-discrimination statement

- o Page 67 will be corrected to state, "and shall not discriminate against any student on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend."
- o Page 115 will be corrected to state "KIPP Aspire Academy shall not discriminate on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend."

Assure that Commitment to Excellence will not violate open-enrollment nature of charter.

- o KIPP Aspire Academy is a school of choice and commitment. The Commitment to Excellence Form will not violate the open-enrollment nature of the charter.
- o The Commitment to Excellence Form is not used as an admissions form. The form is used after a student has decided to enroll to ensure that students fully appreciate the rigorous requirements of the KIPP program.

San Antonio ISD
North East ISD
Northside ISD
Somerset ISD
Edgewood ISD
Harlandale ISD
South San Antonio ISD
Southside ISD
Southwest ISD
Judson ISD
East Central ISD

Please see Attachment 28 for copies of the certified return receipts.

The superintendent *may* complete the *Statement of Impact* form and submit it to the Texas Education Agency by the date indicated on the letter. Upon receipt of each charter school application, TEA staff will determine whether all districts likely to be affected by the establishment of the proposed charter school received a *Statement of Impact* and inform the SBOE during the interview.

17. ATTACHMENTS

All ATTACHMENTS should be clearly referenced, numbered, and ordered exactly as indicated in the section: Content and Format of Application. The applicant checklist must be completed and included as the last ATTACHMENT (ATTACHMENT 29).

Attachment 1

Biographical Affidavits

KIPP Aspire Academy

Biographical Affidavits Included:

Administrator of the School: Mark Larson

Members of the Sponsoring Entity Board: Michael Feinberg, David Levin, Donald Fisher, Doris Fisher, Scott Hamilton, John Fisher, and Shawn Hurwitz

Members of the governing school board are still to be determined. Once members have been officially selected, biographical affidavits can be provided to the TEA, if requested.

**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

Principal _____

State Position as defined in TEC 12.1012

Full Name of Sponsoring Entity KIPP Foundation, Inc.

Full Name of Proposed Charter School KIPP Aspire 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) Mark Wesley Larson

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) _____

c. Other names used at any time _____

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: [REDACTED] Allentown, PA

5. Business Address: 1826 Basse Road, San Antonio, TX 78213

Business Telephone: (210) 771-1449

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>
8/00 - present	13711 Fairway Hedges	San Antonio, TX	78217
7/99 - 8/00	118 Vanderheck #3	San Antonio, TX	78209
7/98 - 7/99	109 Ridgemont	San Antonio, TX	78209
5/97 - 7/98	325 Magnolia	San Antonio, TX	78212

APPLICATION

7/93 - 5/97	715 Stadium Drive	San Antonio, TX	78212
7/78 - 7/93	9323 Mohawk Lane	Leawood, KS	66206

7. Education: Dates, Names, Locations and Degrees

College 7/93 - 5/97, Trinity University, San Antonio, TX, BS Mathematics

Graduate Studies

5/97 - 5/98, Trinity University, San Antonio, TX Master of Arts in Teaching

7/00 - 5/02, Trinity University, San Antonio, TX, Master of Education

Others

8. List Membership in Professional Societies and Associations:

Association for Supervision and Curriculum Development

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
7/02 - present	KIPP Foundation	345 Spear St. San Francisco, CA	Fisher Fellow
6/98 - 7/02	North East ISD	1400 Jackson-Keller	San Antonio, TX Teacher
7/93 - 5/97	Trinity University	715 Stadium Dr.	San Antonio, TX Athletic Trainer
6/97 - 7/97	Abercrombie & Fitch	5032 W. 119 th St	Leawood, KS Sales Associate
6/96 - 7/96	Deer Creek Golf Course	7000 W. 133 rd St.	Overland Park, KS Maintenance
summers 93-97	Kanakuk Kamp	1355 Lakeshore Dr.	Branson, MO Camp Counselor
5/92 - 7/92	Dairy Queen	4615 Indian Creek Pkwy.	Overland Park, KS Server
summers 89-93	Prairie Village Pool	7700 Mission Rd	Prairie Village, KS Lifeguard
periodic 89-93	Portson, Inc.	9201 Quivira	Overland Park, KS Lab Technician

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

120

120

APPLICATION

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): Secondary Biology, 5/15/98, Texas Education Agency, not terminated _____
Secondary Mathematics, 5/15/98, Texas Education Agency, not terminated _____
Principal, 5/6/02, Texas Education Agency, not 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 |
|-----------|--------------|
| Principal | \$70,000 |
| | |
| | |
| | |
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 24th day of March, 2003,
at San Antonio, Texas

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

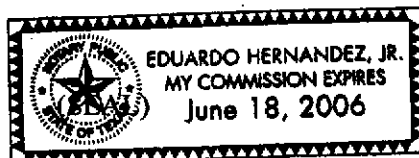
[Signature]
(Signature of Affiant)

State of Texas

County of Bexar

Personally appeared before me the above named Mark W. Larsen
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 24th day of March, 2003.



[Signature]
(Notary Public)

My commission expires 06-18-2006

TEXAS EDUCATION AGENCY
NINTH GENERATION 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 KIPP Foundation, Inc.Full Name of Proposed Charter School KIPP Aspire 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) Michael Harris Feinberg2. Have you ever had your name changed or used another name? No

If yes, give reason for the change: _____

b. Maiden Name (if female) _____

c. Other names used at any time _____

3. Social Security Number: [REDACTED]4. Date and Place of Birth: [REDACTED] Chicago, IL5. Business Address: 345 Spear Street Suite 510 San Francisco 94105Business Telephone: 832-328-1051

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
Feb, 02 – present	99 Alconbury	Novato, CA	94949
Jan, 01 – Jan 02	23 Sycamore	Mill Valley, CA	94941
May, 99 – Dec, 01	3330 Las Palmas #23	Houston, TX	77024
June, 98 – May, 99	7127 Beechnut #41	Houston, TX	77074
June, 95 – May, 98	6120 Alder Dr. #4109	Houston, TX	77081

June, 93 – June, 95 9999 Memorial Drive #C88 Houston, TX 77027

7. Education: Dates, Names, Locations and Degrees

College 1987-1991 University of Pennsylvania Philadelphia, PA B.A. _____

Graduate Studies None _____

Others None _____

8. List Membership in Professional Societies and Associations: _____

None _____

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
Sept, 2000 – present	KIPP Foundation	345 Spear St #510 San Francisco, CA 941-5	CEO
Aug, 1998 – present	KIPP, Inc.	10711 KIPP Way Houston, TX 77099	Superintendent, School Director, Teacher
Aug, 1992 – July, 1998	Houston ISD	3830 Richmond Houston, TX 77024	Teacher

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
Aug, 1998 – present	KIPP, Inc.	10711 KIPP Way Houston, TX 77099	Superintendent, School Director, Teacher

List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE
None			

APPLICATION

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): _____
Bilingual Elementary Certified Teacher in Texas – TEA – July, 1994 _____

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

Board Member	\$0
_____	_____
_____	_____
_____	_____

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

APPLICATION

18. Have you ever been convicted of a felony or misdemeanor involving moral turpitude; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure?

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 18th day of March, 2003, at 11:50 a.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.

(Signature of Affiant)

State of CA

County of San Francisco

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

Subscribed and sworn to before me this _____ day of _____, 20____.

(Notary Public)

(SEAL)

My commission expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

APPLICATION

State of California

County of

SAN FRANCISCO

SS.

On March 18, 2003 before me, Jill D. Bates, Notary Public

personally appeared

Michael Harris Feinberg

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

TEXAS EDUCATION AGENCY BIOGRAPHICAL AFFIDAVIT

Document Date:

March 18, 2003

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

Michael Harris Feinberg

☒ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

TEXAS EDUCATION AGENCY
NINTH GENERATION 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 KIPP Foundation, Inc.

Full Name of Proposed Charter School KIPP Aspire 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 John Levin

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) _____

c. Other names used at any time _____

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: [REDACTED]

5. Business Address: 250 East 156th Rm. 413 Bronx, NY 10451

Business Telephone: 718-665-3555

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

DATES	ADDRESS	CITY AND STATE	ZIP CODE
7/94 - Present	164 East 33 rd #18	New York, NY	10016
7/92 - 6/94	9900 Memorial Drive C-88	Houston, TX	77024

7. Education: Dates, Names, Locations and Degrees

APPLICATION

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): Teaching License State of Texas for Life issued in 1993. Teaching License in New York State until 2005 issued in 1995.

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? None _____ 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 of a felony or misdemeanor involving moral turpitude; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure?
NO

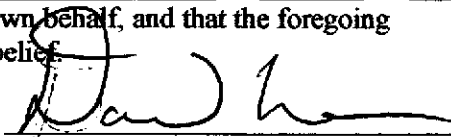
If yes, give details: _____

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 21 day of March, 2003, 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.



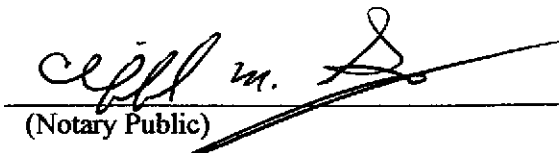
(Signature of Affiant)

State of New York

County of Bronx

Personally appeared before me the above named David J. Lewis
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 21st day of March, 2003.


(Notary Public)

(SEAL)

My commission expires _____

CLIFFORD M. GOLDBERG
Notary Public, State of New York
No. 03-5008564
Qualified in Bronx County
Commission Expires Feb. 22, 2007

TEXAS EDUCATION AGENCY
NINTH GENERATION 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 KIPP Foundation, Inc.Full Name of Proposed Charter School KIPP Aspire 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) Donald George Fisher2. Have you ever had your name changed or used another name? No

If yes, give reason for the change: _____

b. Maiden Name (if female) _____

c. Other names used at any time NONE3. Social Security Number: [REDACTED]4. Date and Place of Birth: [REDACTED] San Francisco, California5. Business Address: 2 Folsom Street, San Francisco, Ca. 94105Business Telephone: (415) 427-2755

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>
1/57 to present	3456 Washington Street	San Francisco, CA	94118

7. Education: Dates, Names, Locations and Degrees

College: **1/51 University of California, Berkeley, CA: B.S. Business Administration**Graduate Studies: **None**

Others

8. List Membership in Professional Societies and Association:

National Retail Federation, Executive Committee**California Retail Association**

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

6/69 – Present	Gap, Inc.	2 Folsom Street, San Francisco, Ca	President, CEO, Chairman, Director

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

Not Applicable

List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE

Not Applicable11. 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): **NO** _____

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 of a felony or misdemeanor involving moral turpitude; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure?

NO _____

APPLICATION

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 17 day of March, 20 03, at San Francisco Calif.
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.

Donald G. Fisher
(Signature of Affiant)

State of California

County of San Francisco

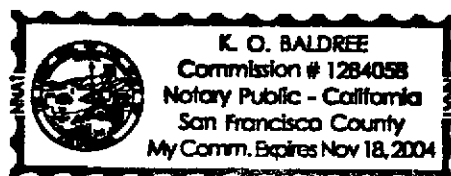
Personally appeared before me the above named Donald G. Fisher
personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 17th day of March, 20 03.

K. O. Baldree
(Notary Public)

(SEAL)

My commission expires Nov. 18, 2004



TEXAS EDUCATION AGENCY
NINTH GENERATION 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 KIPP Foundation, Inc.

Full Name of Proposed Charter School KIPP Aspire 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) Doris Feigenbaum Fisher

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) Feigenbaum

c. Other names used at any time NONE

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: [REDACTED] San Francisco, California

5. Business Address: 2 Folsom Street, San Francisco, Ca. 94105

Business Telephone: (415) 427-2755

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>
1/57 to present	3456 Washington Street	San Francisco, CA	94118

APPLICATION

7. Education: Dates, Names, Locations and Degrees

College: **6/53 Stanford University, Stanford, CA: B.S. Economics**Graduate Studies: **None**

Others

8. List Membership in Professional Societies and Association:

None

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
6/69 - Present	Gap, Inc.	2 Folsom Street, San Francisco, Ca	Director, Fashion Consultant

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
Not Applicable			

List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE
Not Applicable			

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): **NO** _____

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 of a felony or misdemeanor involving moral turpitude; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure?

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: Doris F. Fisher

Dated and signed this 17 day of March, 2003, at San Francisco, Calif.
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.

Doris F. Fisher
(Signature of Affiant)

State of California

County of San Francisco

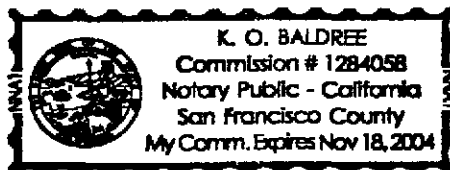
Personally appeared before me the above named Doris F. Fisher _____ personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 17th day of March, 2003.

Baldree
(Notary Public)

(SEAL)

My commission expires Nov. 18, 2004



TEXAS EDUCATION AGENCY
NINTH GENERATION 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 KIPP Foundation, Inc.

Full Name of Proposed Charter School KIPP Aspire 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) Scott Weston Hamilton

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) NONE

c. Other names used at any time NONE

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: [REDACTED] Denver, Colorado

5. Business Address: 345 Spear Street Suite 510, San Francisco, Ca. 94105

Business Telephone: (415) 433-7475

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>
1/99 to present	2477 Vallejo Street	San Francisco, CA	94123
7/99-12/98	60 Brattle Street,	Cambridge, MA	
12/95-6/97	57 Charles Street,	Cambridge, MA	
6/93-11/95	1627 19 th Street NW,	Washington, D.C.	

7. Education: Dates, Names, Locations and Degrees

APPLICATION

College: 6/89 University of Pennsylvania, Philadelphia, PA: B.A. _____

Graduate Studies: None _____

Others _____

8. List Membership in Professional Societies and Association: _____
None _____

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
2/99 – Present	Pisces Foundation;	345 Spear Street Suite 510, San Francisco, Ca	<i>Managing Director</i>
6/96 – 2/99	Massachusetts DOE;	One Ashburton Place, Room 1403, Boston, MA	<i>Associate Commissioner of Education for Charter Schools</i>
2/94 – 12/96	Hudson Institute;	Washington D.C.;	<i>Research Fellow</i>
1/93 – 2/94	The Edison Project;	Knoxville, Tennessee;	<i>Special Asst. to CEO</i>
2/91 – 1/93	US Department of Education;	Washington, D.C.	<i>Special Asst. to U.S. Secretary of Education</i>

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
2/99 – Present	Pisces Foundation;	345 Spear Street Suite 510, San Francisco, Ca	
2/99 – Present	KIPP Foundation;	345 Spear Street Suite 510, San Francisco, Ca	
6/96 – 2/99	Massachusetts DOE;	One Ashburton Place, Room 1403, Boston, MA	

List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE
2/99 – Present	KIPP Foundation;	345 Spear Street Suite 510, San Francisco, Ca	
1/93 – 2/94	The Edison Project;	Knoxville, Tennessee	

APPLICATION

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): NO _____
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>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? NO _____

APPLICATION

18. Have you ever been convicted of a felony or misdemeanor involving moral turpitude; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure?
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 12th day of March, 2003, at 11:52.
 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 California

County of San Francisco

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

Subscribed and sworn to before me this _____ day of _____, 20____.

See attached

(Notary Public)

(SEAL)

My commission expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

SAN FRANCISCO

} ss.

On MARCH 18, 2003 before me, JILL D. BATES, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Scott Weston Hamilton
Name(s) of Signer(s)

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

TEXAS EDUCATION AGENCY

Title or Type of Document:

Biographical Affidavit

Document Date:

March 18, 2003

Number of Pages:

Four (4)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name:

Scott Weston Hamilton

☒ Individual☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Attorney-in-Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

TEXAS EDUCATION AGENCY
NINTH GENERATION 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 KIPP Foundation, Inc.

Full Name of Proposed Charter School KIPP Aspire 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) John J. Fisher

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) _____

c. Other names used at any time NO

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: [REDACTED] San Francisco

5. Business Address: One Maritime Plaza, Suite 1400, San Francisco, CA 94111

Business Telephone: 415-288-0540

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

DATES

ADDRESS

CITY AND STATE

ZIP CODE

1992- Present 3757 Washington Street

San Francisco, CA 94118

7. Education: Dates, Names, Locations and Degrees

College 1983 Princeton AB Politics _____

APPLICATION

Graduate Studies 1989 Stanford MBA Business
Others _____

8. List Membership in Professional Societies and Associations: NA

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
1992- Present	Pisces, Inc.	One Maritime Plaza, Suite 1400/San Francisco, CA 94111	President
1989-1992	Carpenter & Company	Boston	Project 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
NA			

List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE
NA			

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):

NA

APPLICATION

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

NA _____

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 _____

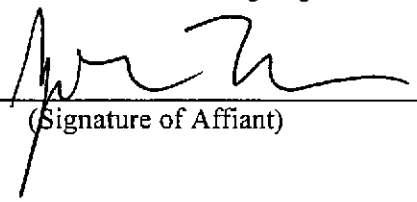
18. Have you ever been convicted of a felony or misdemeanor involving moral turpitude; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure?
NO

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 13 day of March, 2003, at SF.
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

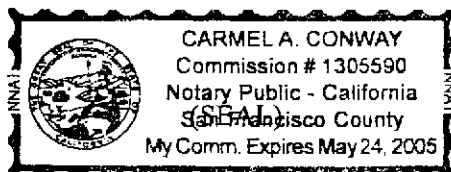

(Signature of Affiant)

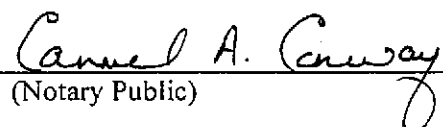
State of CA

County of SAN FRANCISCO

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

Subscribed and sworn to before me this 13TH day of MARCH, 2003.




(Notary Public)

My commission expires May 24TH 2005

**TEXAS EDUCATION AGENCY
NINTH GENERATION 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 KIPP Foundation

Full Name of Proposed Charter School KIPP Aspire 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) Shawn Michael Hurwitz

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) _____

c. Other names used at any time _____

3. Social Security Number: [REDACTED]

4. Date and Place of Birth: [REDACTED] San Antonio, Texas

5. Business Address: 5847 San Felipe, Suite 2600, Houston TX 77057

Business Telephone: 713-267-3844

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

- a. 6134 Holly Springs; Houston, TX 77057 (current address since July 2002);
- b. 121 N. Post Oak Lane, #501, Houston TX 77024 (July 2001 – July 2002);
- c. 543 College, Bellaire, TX 77401 (July 1994 – July 2001);
- d. 1200 Winrock, Woodway Square Apts., Houston TX 77057 (September 1993 – June 1994);
- e. Palmas del Mar, PO Box 2020, Humacao PR 00792 (June 1991 – August 1993).

7. Education: Dates, Names, Locations and Degrees

High School: Memorial Senior High School, Houston TX ; then completed high school at Proctor Academy, Andover NH; Graduated 1983.

College: University of California, Santa Barbara, CA; Graduated 1987; BA Economics.

Grad School: University of Texas, Austin, Texas; Graduated 1989; MBA Finance.

8. List Membership in Professional Societies and Associations:

ULI- Urban Land Institute
1025 Thomas Jefferson St., NW, Suite 500W, Washington DC;
(Associate Member 1993-2000)

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

- a. **1993 to present:** MAXXAM Property Company, 5847 San Felipe, Suite 2600, Houston TX 77057. Currently President & CEO, formerly Vice President.
- b. **1991 to 1993:** MAXXAM Property Company/Palmas del Mar, P.O. Box 2020, Humacao PR 00792. Vice President, Operations.
- c. **1989 to 1991:** Rotan-Mosle, Houston TX. Associate, Investment Banking Dept.

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:

NONE

List all previous experience with any charter school management company:

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: _____

APPLICATION

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:

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 of a felony or misdemeanor involving moral turpitude; an offense listed in TEC 37.007(a); or an offense listed in Article 62.01(5) Code of Criminal Procedure?

NO

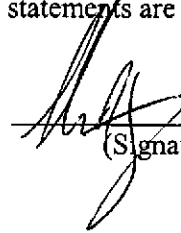
If yes, give details: _____

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? YES. If so, please furnish details: I was a plaintiff against an insurance company on a matter involving my home.

APPLICATION

Dated and signed this 24th day of March, 2003, at Houston, Texas, I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

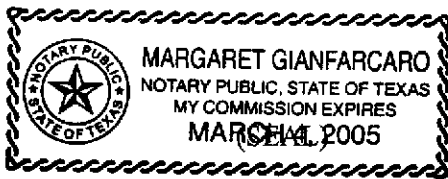

(Signature of Affiant)

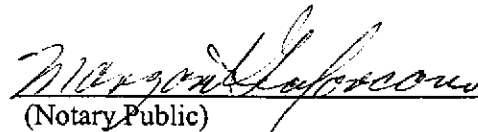
State of Texas

County of Harris

Personally appeared before me the above named SHAWN MICHAEL HURWITZ 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 MARCH, 2003.



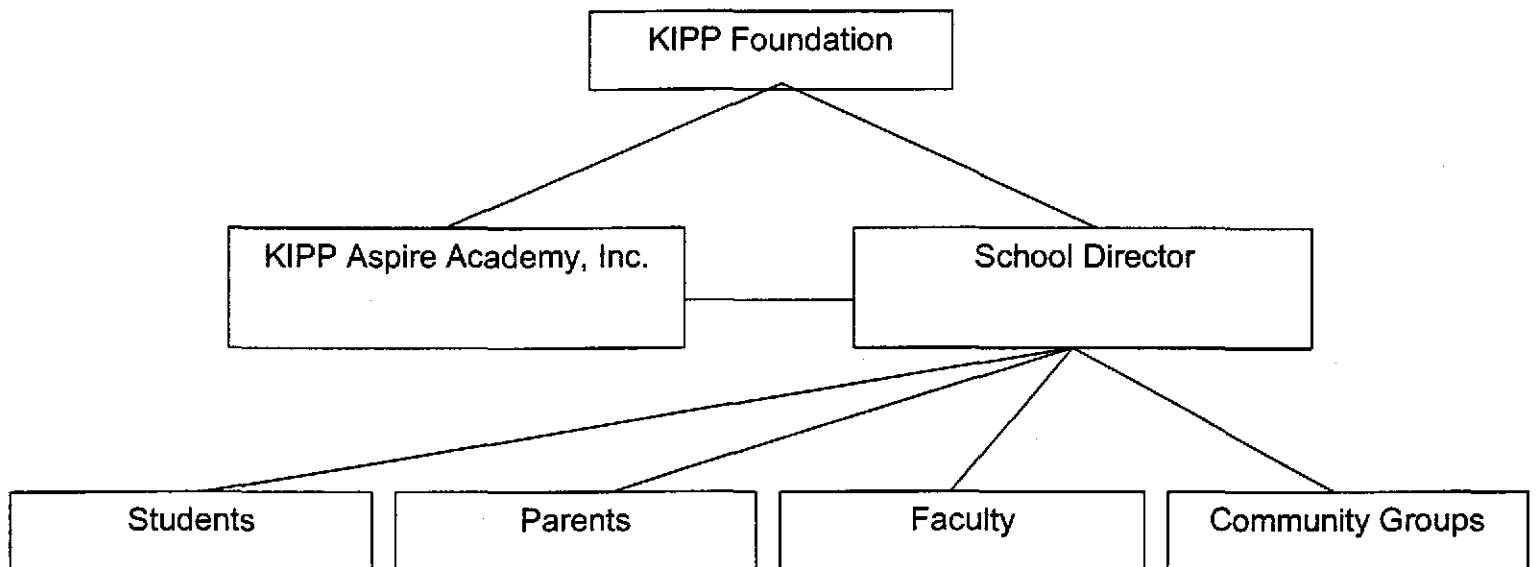

(Notary Public)

My commission expires 3/4/05

Attachment 2

Organizational Chart

KIPP Aspire Academy Organizational Chart



Attachment 3

Salary Schedules for School Officers, Teachers and Other Instructional Staff

APPLICATION

[illegible]

456

Attachment 4

501c3 Determination Letter from IRS



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

APPLICATION

Date: MAY 30 2001

KIPP Foundation
c/o Scott Hamilton
One Maritime Plaza
San Francisco, CA 94111

Employer Identification Number:
94-3362724
Issuing Specialist:
Robert Charnoff ID# 50-01243
Toll Free Customer Service:
877-829-5500
Accounting Period Ending:
June 30

Dear Applicant:

Based on the 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, as indicated in your application, you are a private foundation within the meaning of section 509(a) of the Code. Based on the information supplied, we have also determined that you are an operating foundation as defined in section 4942(j)(3).

Please notify the Ohio Tax Exempt and Government Entities (TE/GE) Customer Service office if there is any change in your name, address, sources of support, purposes or method of operation. If you amend your organizational document or bylaws, please send a copy of the amendment to that office. The mailing address is: Internal Revenue Service, TE/GE Customer Service, P.O. Box 2508, Cincinnati, OH 45201.

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. Since you are a private foundation, you are subject to excise taxes under Chapter 42 of the Code. You also may be subject to other federal excise taxes.

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 fund-raising events may not necessarily qualify as fully deductible contributions, depending on the circumstances. If your organization conducts fund-raising events such as benefit dinners, shows, membership drives, etc., where something of value is received in return for payments, you are required to provide a written disclosure statement informing the donor of the

KIPP Foundation

fair market value of the specific items or services being provided. To do this you should, in advance of the event, determine the fair market value of the benefit received and state it in your fund-raising materials such as solicitations, tickets, and receipts in such a way that the donor can determine how much is deductible and how much is not. Your disclosure statement should be made, at the latest, at the time payment is received. Subject to certain exceptions, your disclosure responsibility applies to any fund-raising circumstance where each complete payment, including the contribution portion, exceeds \$75. In addition, donors must have written substantiation from the charity for any charitable contribution of \$250 or more. For further details regarding these substantiation and disclosure requirements, see the enclosed copy of Publication 1771. For additional guidance in this area, see Publication 1391, *Deductibility of Payments Made to Organizations Conducting Fund-Raising Events*, which is available at many IRS offices or by calling 1-800-TAX-FORM (1-800-829-3676).

You are required to file Form 990-PF, *Return of Private Foundation or Section 4947(a)(1) Trust Treated as a Private Foundation*. Form 990-PF 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. 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 please be sure your return is complete before you file it. Form 990-PF should be filed with the Ogden Service Center, Ogden, UT 84201-0027.

You are required to make certain returns available for public inspection for three years after the later of the due date of the return or the date the return is filed. The returns required to be made available for public inspection are Form 990-PF, *Return of Private Foundation or Section 4947(a)(1) Nonexempt Charitable Trust Treated as a Private Foundation*, and Form 4720, *Return of Certain Excise Taxes on Charities and Other Persons Under Chapters 41 and 42 of the Internal Revenue Code*. You are also required to make available for public inspection your exemption application, any supporting documents, and this exemption letter. Copies of these documents must be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, *Tax-Exempt Status for Your Organization*, or you may call our toll free number shown above.

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.

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KIPP Foundation

We have considered your grant program procedures under section 4945(g) of the Code. Based on the information submitted and assuming your grant program will be conducted as proposed, with a view to providing objectivity and nondiscrimination in awarding grants, we have determined that your procedures in awarding educational grants comply with the requirements of section 4945(g)(3), and that grants made according to these procedures will not be "taxable expenditures" within the meaning of section 4945(d)(3).

This ruling is conditioned on the understanding that there will be no material change in the facts upon which it is based. It is further conditioned on the premise that no grants will be awarded to your organization's creators, officers, directors, trustees, or members of the selection committee, or for a purpose that is inconsistent with the purposes described in section 170(c)(2)(B) the Code.

The approval of your educational grant procedures is a one time approval of your system of standards and procedures for selecting recipients of grants that meet the requirements of section 4945(g)(3) of the Code. Thus, approval will apply to succeeding educational grant programs only as long as the standards and procedures under which they are conducted do not differ materially from those described in your request.

Please use the employer identification number indicated in the heading of this letter on all returns you file and in all correspondence with the Internal Revenue Service. Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records. If you have any questions about this letter, or about filing requirements, excise, employment, or other federal taxes, please contact the Ohio TE/GE Customer Service office at 877-829-5500 (a toll free number) or correspond with that office using the address indicated above.

Sincerely,



Gerald V. Sack
Manager, Exempt Organizations
Technical Group 4

Enclosures:
Pub. 1771

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Attachment 5

Articles of Incorporation

**CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION**

The undersigned certify that:

1. They are the president and the secretary, respectively, of KIPP Foundation, a California corporation.
2. Article Eight has been added to the Articles of Incorporation of this corporation to provide as follows:

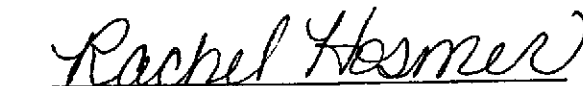
“The corporation has a policy of racial nondiscrimination as to students, fellows and employees, and therefore does not discriminate against applicants, students, fellows or employees on the basis of race, color, national or ethnic origin in the administration of any policy or program.”

3. The foregoing amendment of the Articles of Incorporation has been duly approved by the corporation's board of directors.
4. The corporation has no members.

We further declare under penalty of perjury under the laws of the state of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 1/8, 20003


Scott Hamilton, President


Rachel Hosmer, Secretary

AMENDED AND RESTATED ARTICLES OF INCORPORATION APPLICATION
OF

KIPP FOUNDATION,

A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

ONE: The name of this corporation is KIPP Foundation.

TWO: This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

THREE: The name and address in the State of California of this corporation's initial agent for service of process is: Scott Hamilton, 345 Spear Street, Suite 510, San Francisco, California 94107.

FOUR: (a) This corporation is organized and operated exclusively for charitable, scientific, literary or educational purposes, or for the prevention of cruelty to children or animals within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

(b) Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (2) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

(c) No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

FIVE: The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of the organization shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

SIX: Upon the dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation, shall be distributed to a nonprofit fund, foundation, corporation, or other organization which is organized and operated exclusively for charitable, scientific, literary or educational purposes, or for the prevention of cruelty to children or animals and which meets the requirements of Sections 170(c)(2) and 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue law).

SEVEN: (a) The corporation shall distribute or apply its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law.

APPLICATION

(b) The corporation shall not engage in any act which would subject it to tax on self-dealing under Section 4941 of the Internal Revenue Code of 1986, or the corresponding provision of any future United States internal revenue law.

(c) The corporation shall not make or retain any investments or assets which would subject it to tax on excess business holdings under Section 4943 of the Internal Revenue Code of 1986, or the corresponding provision of any future United States internal revenue law.

(d) The corporation shall not make any investments that would subject it to tax under Section 4944 of the Internal Revenue Code of 1986, or the corresponding provision of any future United States internal revenue law.

(e) The corporation shall not use, apply or distribute its income or assets in a manner that would subject it to tax or taxable expenditures under Section 4945 of the Internal Revenue Code of 1986, or the corresponding provision of any future United States internal revenue law.

EIGHT: The corporation has a policy of racial nondiscrimination as to students, fellows and employees, and therefore does not discriminate against applicants, students, fellows or employees on the basis of race, color, national or ethnic origin in the administration of any policy or program.

Date: January 8, 2003

Rachel Hosmer
Rachel Hosmer, Secretary

Attachment 6

Bylaws

**SECOND AMENDED AND RESTATED
BYLAWS
OF
KIPP FOUNDATION,
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION**

**ARTICLE I
OFFICES**

SECTION 1.1 NAME

The name of the corporation is KIPP FOUNDATION.

SECTION 1.2 PRINCIPAL OFFICE

The principal office of the corporation for the transaction of its business is located at 345 Spear Street, Suite 510, San Francisco, California, in San Francisco County, California, or elsewhere within the State of California as the Board of Directors may from time to time determine.

SECTION 1.3 OTHER OFFICES

The corporation may also have offices at such other places, within or without the State of California, where it is qualified to do business, as its business may require and as the board of directors may, from time to time, designate.

**ARTICLE II
OBJECTIVES AND PURPOSES**

The primary objectives and purposes of this corporation shall be the promotion of high standards of teaching and effective methods of teaching in public and/or charter schools, initially emphasizing middle schools, which may be achieved by some or all of the following:

- (a) development of curricula for use by teachers;
- (b) operation or sponsorship of one or more educational programs for fellows on the subjects of teaching methods, leadership, financial reporting and controls, operating charter schools and related topics, with the objective of training the fellows to be able to start and operate a charter school;
- (c) provision of benefits and services for selected schools, including, e.g., loans for purchase and renovation of facilities, grant-writing assistance, teacher and staff recruiting services, and general counseling; and
- (d) provision of such other programs and services as the Board of Directors shall determine is appropriate for meeting the primary objectives.

ARTICLE III
DIRECTORS

SECTION 3.1 NUMBER

The corporation shall have seven (7) directors until changed by amendment to these bylaws, and collectively they shall be known as the Board of Directors.

SECTION 3.2 POWERS

Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation law and any other applicable laws, the activities and affairs of this corporation shall be conducted, and all corporate powers shall be exercised, by or under the direction of the Board of Directors.

SECTION 3.3 DUTIES

It shall be the duty of the directors to:

- (a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation of this corporation, or by these Bylaws;
- (b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the corporation;
- (c) Supervise all officers, agents and employees of the corporation to assure that their duties are performed properly;
- (d) Meet at such times and places as required by these Bylaws;
- (e) Register their addresses with the Secretary of the corporation and notices of meetings mailed, faxed, or delivered to them at such addresses shall be valid notices thereof.

SECTION 3.4 ELECTION, DESIGNATION, AND TERM OF OFFICE

- (a) Directors shall be elected in accordance with this Section 3.4. This section shall not, however, apply to the election of the initial board of directors who are designated in the Action by Written Consent of sole incorporator. Cumulative voting by directors for the election of directors shall not be permitted.
- (b) Except as provided in Subsection (c) of this Section 3.4, the directors of the Corporation shall be elected, and may be removed at any time without cause, by the agreement of Donald G. Fisher and Doris F. Fisher, founders of the Corporation (each, a "Founder" and collectively, the "Founders"). If either Founder is deceased or incapacitated, directors of the Corporation shall be elected, and may be removed at any time without cause, by the written directions of the holders of a majority of the votes of the group consisting of the Founder (if any) who is surviving and not incapacitated and the adult descendants of the

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Founders who are living at the time of the appointment or removal and not incapacitated, as determined in accordance with the following: The Founder (if any) who is surviving and not incapacitated shall be entitled to cast three (3) votes, each of the Founders= sons who is surviving and not incapacitated shall be entitled to cast one (1) vote, and the surviving adult issue who are not incapacitated of each of the Founders= sons who is then deceased or incapacitated shall be entitled to cast one (1) vote, which may be cast in fractional votes and shall be allocated among them in fractional shares, per stirpes. This action may be taken with or without a meeting and with or without consultation with any members of the group who do not participate in giving the directions. If at any time both of the Founders should be deceased or incapacitated and there should be no then surviving sons or more remote descendants of the Founders who are not incapacitated, the appointment or removal shall be made or done by a majority of the directors then in office. A person shall be considered to be incapacitated for this purpose only if a letter is submitted to the Corporation by his or her attending physician (or, if the person has no attending physician, by any licensed physician acceptable to the Corporation) stating that, in the opinion of such physician, the person is at that time incapable of forming a considered opinion concerning the appointment or removal of directors of the Corporation.

- (c) At any time during which either or both of Michael Feinberg and David Levin, co-founders of KIPP Academy in Houston, Texas, and KIPP Academy in New York, New York, is acting as a full-time paid employee or consultant of the corporation, Michael Feinberg and David Levin shall have the right together by agreement (or alone if only one be so acting) to elect two (2) directors, and to remove one or both of such elected directors, at any time without cause. If this Subsection (c) does not apply (e.g., because neither Mr. Feinberg nor Mr. Levin is providing full-time employment or consulting services for the corporation), or if Messrs. Feinberg and Levin are both providing full-time employment or consulting services for the corporation but fail to agree upon the selection of a director or directors, Subsection (b) of Section 3.4 shall apply instead.
- (d) The term of office of any director shall expire on the earlier of two years or upon election of a successor. Each such director, including a director elected to fill a vacancy shall hold office until expiration of the term for which elected and until a successor has been elected and qualified.

SECTION 3.5 VACANCIES

Vacancies on the Board of Directors shall exist (1) on the death, resignation or removal of any director, and (2) whenever the number of authorized directors is increased.

The Board of Directors may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty under Section 5230 and following of the California Nonprofit Public Benefit Corporation Law.

Any director may resign effective upon giving written notice to the Chairman of the Board (if any), the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would

then be left without a duly elected director or directors in charge of its affairs, except upon notice to the Attorney General.

Vacancies on the board may be filled under the same procedures applicable to the election of a director generally as set forth in Section 3.4.

A person elected to fill a vacancy as provided by this Section shall hold office until the next annual election of the Board of Directors or until his or her death, resignation or removal from office.

SECTION 3.6 COMPENSATION

Directors shall serve without compensation except that they may be allowed and paid reasonable compensation for attending meetings as the board may determine by resolution to be just and reasonable as to the corporation. In addition, they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties as specified in Section 3.3 of this Article. Directors may not be compensated for rendering services to the corporation in any capacity other than director unless such other compensation is reasonable and is allowable under the provisions of Section 3.7 of this Article.

SECTION 3.7 RESTRICTION REGARDING INTERESTED DIRECTORS

Notwithstanding any other provision of these Bylaws, not more than forty-nine percent (49%) of the persons serving on the board may be interested persons. For purposes of this Section, "interested persons" means either:

- (a) Any person currently being compensated by the corporation for services rendered it within the previous twelve (12) months, whether as a full- or part-time officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; or
- (b) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

SECTION 3.8 PLACE OF MEETINGS; MEETINGS BY TELEPHONE

Meetings shall be held at the principal office of the corporation unless otherwise provided by the board or at such place within or without the State of California that has been designated from time to time by resolution of the Board of Directors. In the absence of such designation, any meeting not held at the principal office of the corporation shall be valid only if held on the written consent of all directors given either before or after the meeting and filed with the Secretary of the corporation or after all board members have been given written notice of the meeting as hereinafter provided for special meetings of the board. Any meeting, regular or special, may be held by conference telephone or similar communications equipment, so as long as all directors participating in such meeting can hear one another.

SECTION 3.9 REGULAR AND ANNUAL MEETINGS

Regular meetings of Directors shall be held at such times and intervals as may be determined by resolution of the Board of Directors, and the annual meeting of Directors shall be held at 2

p.m., P.S.T., on the second Tuesday of May each year, unless the Board fixes another date or time. If the scheduled date of a regular or annual meeting falls on a legal holiday, the meeting shall be held at the same hour and place on the next business day.

SECTION 3.10 SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the Chairman of the Board (if any), the President, any Vice President, the Secretary, or by any two directors, and such meetings shall be held at the place, within or without the State of California, designated by the person or persons calling the meeting, and in the absence of such designation, at the principal office of the corporation.

SECTION 3.11 NOTICE OF MEETINGS

Regular meetings of the board may be held without notice. Special meetings of the board shall be held upon four (4) days' notice by first-class mail or twenty-four (24) hours' notice if delivered personally or by telephone or facsimile. If sent by mail or facsimile, the notice shall be deemed to be delivered on its deposit in the mails or on its receipt by fax. Such notices shall be addressed to each director at his or her address as shown on the books of the corporation. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than forty-eight (48) hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to directors absent from the original meeting if the adjourned meeting is held more than forty-eight (48) hours from the time of the original meeting.

SECTION 3.12 CONTENTS OF NOTICE

Notice of meetings not herein dispensed with shall specify the place, day and hour of the meeting. The purpose of any board meeting need not be specified in the notice.

SECTION 3.13 WAIVER OF NOTICE AND CONSENT TO HOLDING MEETINGS

The transactions of any meeting of the board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each director not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

SECTION 3.14 QUORUM FOR MEETINGS

A quorum shall consist of a majority of the Directors in office.

Except as otherwise provided in these Bylaws or in the Articles of Incorporation of this corporation, or bylaw, no business shall be considered by the board at any meeting at which a quorum, as hereinafter defined, is not present, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn. However, a majority of the directors present at

such meeting may adjourn from time to time until the time fixed for the next regular meeting of the board.

When a meeting is adjourned for lack of a quorum, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted at such meeting, other than by announcement at the meeting at which the adjournment is taken, except as provided in Section 3.11 of this Article.

The directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the Articles of Incorporation or Bylaws of this corporation.

SECTION 3.15 MAJORITY ACTION AS BOARD ACTION

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the Articles of Incorporation or Bylaws of this corporation, or provisions of the California Nonprofit Public Benefit Corporation Law, particularly those provisions relating to appointment of committees (Section 5212), approval of contracts or transactions in which a director has a material financial interest (Section 5233) and indemnification of directors (Section 5238(e)), require a greater percentage or different voting rules for approval of a matter by the board.

SECTION 3.16 CONDUCT OF MEETINGS

Meetings of the Board of Directors shall be presided over by the Chairman of the Board, or, if no such person has been so designated or, in his or her absence, the President of the corporation or, in his or her absence, by the Vice President of the corporation or, in the absence of each of these persons, by a Chairperson chosen by a majority of the directors present at the meeting. The Secretary of the corporation shall act as secretary of all meetings of the board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

SECTION 3.17 ACTION BY UNANIMOUS WRITTEN CONSENT WITHOUT MEETING

Any action required or permitted to be taken by the Board of Directors under any provision of law may be taken without a meeting, if all members of the board shall individually or collectively consent in writing to such action. For the purposes of this Section only, "all members of the board" shall not include any "interested director" as defined in Section 5233 of the California Nonprofit Public Benefit Corporation Law. Such written consent or consents shall be filed with the minutes of the proceedings of the board. Such action by written consent shall have the same force and effect as the unanimous vote of the directors. Any certificate or other document filed under any provision of law which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting and that the Bylaws of this corporation authorize the directors to so act, and such statement shall be prima facie evidence of such authority.

SECTION 3.18 NON-LIABILITY OF DIRECTORS

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The directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

SECTION 3.19 INDEMNIFICATION BY CORPORATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS

To the extent that a person who is, or was, a director, officer, employee or other agent of this corporation has been successful on the merits in defense of any civil, criminal, administrative or investigative proceeding brought to procure a judgment against such person by reason of the fact that he or she is, or was, an agent of the corporation, or has been successful in defense of any claim, issue or matter, therein, such person shall be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding.

If such person either settles any such claim or sustains a judgment against him or her, then indemnification against expenses, judgments, fines, settlements and other amounts reasonably incurred in connection with such proceedings shall be provided by this corporation but only to the extent allowed by, and in accordance with the requirements of, Section 5238 of the California Nonprofit Public Benefit Corporation Law.

SECTION 3.20 INSURANCE FOR CORPORATE AGENTS

The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation (including a director, officer, employee or other agent of the corporation) against any liability other than for violating provisions of law relating to self-dealing (Section 5233 of the California Nonprofit Public Benefit Corporation Law) asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of Section 5238 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE IV
OFFICERS

APPLICATION

SECTION 4.1 NUMBER OF OFFICERS

The officers of the corporation shall be a Chairman of the Board, a President, a Secretary, and a Chief Financial Officer. The corporation may also have, as determined by the Board of Directors, one or more Vice Presidents, Assistant Secretaries, or other officers. Any number of offices may be held by the same person except that neither the Secretary nor the Chief Financial Officer may serve as the President or Chairman of the Board.

SECTION 4.2 QUALIFICATION, ELECTION, AND TERM OF OFFICE

Any person may serve as officer of this corporation. Officers shall be elected by the Board of Directors, at any time, and each officer shall hold office until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

SECTION 4.3 SUBORDINATE OFFICERS

The Board of Directors may appoint such other officers or agents as it may deem desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Board of Directors.

SECTION 4.4 REMOVAL AND RESIGNATION

Any officer may be removed, either with or without cause, by the Board of Directors, at any time. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board of Directors relating to the employment of any officer of the corporation.

SECTION 4.5 VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

SECTION 4.6 DUTIES OF CHAIRMAN OF THE BOARD

The Chairman of the Board shall, if present, preside at all meetings of the Board of Directors and shall have such other powers and duties as may be prescribed by the Board or as may be prescribed by these bylaws. If there is no President, then the Chairman of the Board shall also be the chief executive officer of the corporation, and shall, have the powers and duties prescribed in Section 4.7 of these bylaws.

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SECTION 4.7 DUTIES OF PRESIDENT

Subject to such supervisory powers, if any, as may be given by the board of directors to the Chairman of the Board, the President shall be the general manager and chief executive officer of the corporation and shall, subject to the control of the Board of Directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation of this corporation, or by these bylaws, or which may be prescribed from time to time by the Board of Directors. The President shall preside at all meetings of the Board of Directors in the absence (or nonexistence) of a Chairman of the Board. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors.

SECTION 4.8 DUTIES OF VICE PRESIDENT

In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President. The Vice President shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these bylaws, or as may be prescribed by the Board of Directors.

SECTION 4.9 DUTIES OF SECRETARY

The Secretary shall:

Certify and keep at the principal office of the corporation the original, or a copy of these Bylaws as amended or otherwise altered to date.

Keep at the principal office of the corporation or at such other place as the board may determine, a book of minutes of all meetings of the directors, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

Be custodian of the records and of the seal of the corporation and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the corporation under its seal is authorized by law or these Bylaws.

Exhibit at all reasonable times to any director of the corporation, or to his or her agent or attorney, on request therefor, the Bylaws, and the minutes of the proceedings of the directors of the corporation.

In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation of this corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

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SECTION 4.10 DUTIES OF CHIEF FINANCIAL OFFICER

APPLICATION

Subject to the provisions of these Bylaws relating to the "Execution of Instruments, Deposits and Funds," the Chief Financial Officer shall:

- (a) Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors;
- (b) Receive, and give receipt for, monies due and payable to the corporation from any source whatsoever;
- (c) Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements;
- (d) Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- (e) Exhibit at all reasonable times the books of account and financial records to any director of the corporation, or to his or her agent or attorney, on request therefor;
- (f) Render to the President and directors, whenever requested, an account of any or all of his or her transactions as Chief Financial Officer and of the financial condition of the corporation;
- (g) Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports; and
- (h) In general, perform all duties incident to the office of Chief Financial Officer and such other duties as may be required by law, by the Articles of Incorporation of the corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

SECTION 4.11 COMPENSATION

The salaries of the officers, if any, shall be fixed from time to time by resolution of the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the corporation, provided, however, that such compensation paid a director for serving as an officer of this corporation shall only be allowed if permitted under the provisions of Sections 3.6 and 3.7 of these Bylaws. In all cases, any salaries received by officers of this corporation shall be reasonable and given in return for services actually rendered for the corporation which relate to the performance of the charitable or public purposes of this corporation.

ARTICLE V

COMMITTEES

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SECTION 5.1 EXECUTIVE COMMITTEE

The Board of Directors may, by a majority vote of directors, designate two (2) or more of its members (who may also be serving as officers of this corporation) to constitute an Executive Committee and delegate to such Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except with respect to:

- (a) The filling of vacancies on the board or on any committee which has the authority of the board.
- (b) The fixing of compensation of the directors for serving on the board or on any committee.
- (c) The amendment or repeal of Bylaws or the adoption of new Bylaws.
- (d) The amendment or repeal or any resolution of the board which by its express terms is not so amendable or repealable.
- (e) The appointment of committees of the board or the members thereof.
- (f) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected.
- (g) The approval of any transaction to which this corporation is a party and in which one or more of the directors has a material financial interest, except as expressly provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

By a majority vote of its members then in office, the board may at any time revoke or modify any or all of the authority so delegated, increase or decrease but not below two (2) the number of its members, and fill vacancies therein from the members of the board. The Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

SECTION 5.2 OTHER COMMITTEES

The corporation shall have such other committees as may from time to time be designated by resolution of the Board of Directors. Such other committees may consist of persons who are not also members of the board. These additional committees shall act in an advisory capacity only to the board and shall be clearly titled as "advisory" committees.

SECTION 5.3 MEETINGS AND ACTION OF COMMITTEES

Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board of Directors, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be fixed by resolution of the Board of Directors or by the committee. The time for special meetings of committees may also be fixed by the Board of Directors. The Board of Directors may also adopt rules and regulations pertaining to the

conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

ARTICLE VI

EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 6.1 EXECUTION OF INSTRUMENTS

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

SECTION 6.2 CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation (a) for a payment of less than twenty-five thousand dollars (\$25,000.00) shall be signed by the Chief Financial Officer or the President of the corporation; and, (b) for a payment of twenty-five thousand dollars (\$25,000.00) or more, shall be signed by the Chief Financial Officer and countersigned by the President of the corporation.

SECTION 6.3 DEPOSITS

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

SECTION 6.4 GIFTS

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this corporation.

ARTICLE VII

CORPORATE RECORDS, REPORTS AND SEAL

SECTION 7.1 MAINTENANCE OF CORPORATE RECORDS

The corporation shall keep at its principal office in the State of California:

- (a) Minutes of all meetings of directors and committees of the board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- (b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses; and
- (c) A copy of the corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the directors of the corporation at all reasonable times during office hours.

SECTION 7.2 CORPORATE SEAL

The Board of Directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

SECTION 7.3 DIRECTORS' INSPECTION RIGHTS

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation.

SECTION 7.4 RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

SECTION 7.5 ANNUAL REPORT

The board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the corporation's fiscal year to all directors of the corporation, which report shall contain the following information in appropriate detail:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year;

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- (d) The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year;
- (e) Any information required by Section 7.6 of this Article.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the books and records of the corporation.

SECTION 7.6 ANNUAL STATEMENT OF SPECIFIC TRANSACTIONS

This corporation shall mail or deliver to all directors a statement within one hundred and twenty (120) days after the close of its fiscal year which briefly describes the amount and circumstances of any indemnification or transaction of the following kind:

Any transaction in which the corporation, or its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:

- (a) Any director or officer of the corporation, or its parent or subsidiary (if any) (a mere common directorship shall not be considered a material financial interest);
or
- (b) Any holder of more than ten percent (10%) of the voting power of the corporation, its parent or its subsidiary.

The above statement need only be provided with respect to a transaction during the previous fiscal year involving more than FIFTY THOUSAND DOLLARS (\$50,000) or which was one of a number of transactions with the same persons involving, in the aggregate, more than FIFTY THOUSAND DOLLARS (\$50,000).

Similarly, the statement need only be provided with respect to indemnifications or advances aggregating more than TEN THOUSAND DOLLARS (\$10,000) paid during the previous fiscal year to any director or officer.

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions, stating each person's relationship to the corporation, the nature of such person's interest in the transaction and, where practical, the amount of such interest, provided that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

ARTICLE VIII

FISCAL YEAR OF THE CORPORATION

The fiscal year of the corporation shall begin on the first day of July and end on the last day of June in each year.

ARTICLE IX

AMENDMENT OF BYLAWS

Subject to any provision of law applicable to the amendment of Bylaws of public benefit nonprofit corporations, these Bylaws, or any of them, may be altered, amended, or repealed and new Bylaws adopted.

ARTICLE X

AMENDMENT OF ARTICLES

SECTION 10.1 AMENDMENT OF ARTICLES BEFORE ADMISSION OF MEMBERS

Before any members have been admitted to the corporation, any amendment of the Articles of Incorporation may be adopted by approval of the Board of Directors.

SECTION 10.2 AMENDMENT OF ARTICLES AFTER ADMISSION OF MEMBERS

After members, if any, have been admitted to the corporation, amendment of the Articles of Incorporation may be adopted by the approval of the Board of Directors and by the approval of the members of this corporation.

SECTION 10.3 CERTAIN AMENDMENTS

Notwithstanding the above sections of this Article, this corporation shall not amend its Articles of Incorporation to alter any statement which appears in the original Articles of Incorporation of the names and addresses of the first directors of this corporation, nor the name and address of its initial agent, except to correct an error in such statement or to delete such statement after the corporation has filed a "Statement by a Domestic Non-Profit Corporation" pursuant to Section 6210 of the California Nonprofit Corporation Law.

ARTICLE XI**PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS**

No director, officer, employee, or other person connected with this corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for the corporation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board of Directors; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the corporation. Upon dissolution or winding up of the affairs of the corporation, whether voluntarily or involuntarily, the assets of the corporation, after all debts have been satisfied, shall be distributed as required by the Articles of Incorporation of this corporation and not otherwise.

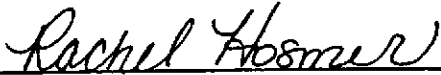
ARTICLE XII**NO MEMBERS**

The corporation shall have no members. Pursuant to Section 5310(b) of the Nonprofit Public Benefit Corporation Law of the State of California, any action which would otherwise, under law or the provisions of the Articles of Incorporation or Bylaws of this corporation, require approval by a majority of all members or approval by the members, shall only require the approval of the Board of Directors.

CERTIFICATE

I certify that I am the duly elected and acting Secretary of KIPP FOUNDATION, a California nonprofit public benefit corporation, that the foregoing Second Amended and Restated Bylaws, consisting of 16 pages, are the bylaws of this corporation as adopted by the board of directors on October __, 2001, and that they have not been amended or modified since that date.

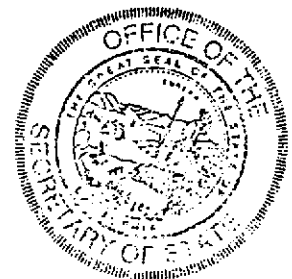
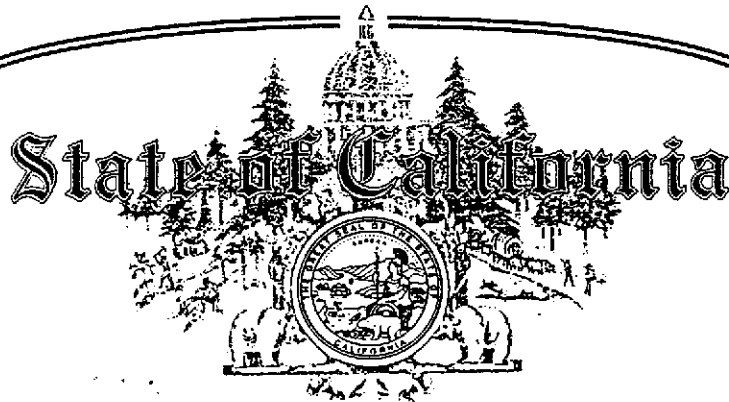
Executed on October __, 2001, at San Francisco, California.



Rachel Hosmer, Secretary

Attachment 7

Certificate of Incorporation

**SECRETARY OF STATE**

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of



APR 20 2000

Bill Jones

Secretary of State

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APPLICATION

KIPP Foundation - FTB Form 3500; EIN: 94-3362724
One Maritime Plaza, Suite 1470, San Francisco, CA 94111

Attachment 6g: Names, addresses, and titles of officers, directors, trustees, etc. and their annual compensation:

(1) Donald G. Fisher, One Maritime Plaza, Suite 1400, San Francisco, CA 94111; Title(s): Director & Chairman of the Board (no relationship to Michael Feinberg, the only compensated director)	None
(2) Doris F. Fisher, One Maritime Plaza, Suite 1400, San Francisco, CA 94111; Title(s): Director (no relationship to Michael Feinberg, the only compensated director)	None
(3) Michael Feinberg, One Maritime Plaza, Suite 1400, San Francisco, CA 94111; Title(s): Director & Vice-President	\$120,000*
(4) Scott Hamilton, One Maritime Plaza, Suite 1400, San Francisco, CA 94111; Title(s): President (no relationship to Michael Feinberg, the only compensated director)	\$60,000**
(5) Jane A. Spray, c/o Pisces, Inc., One Maritime Plaza, Suite 1400, San Francisco, CA 94111; Title(s): Chief Financial Officer & Secretary (no relationship to Michael Feinberg, the only compensated director)	None
(6) David Levin, One Maritime Plaza, Suite 1400, San Francisco, CA 94111; Titles: Vice-President (no relationship to Michael Feinberg, the only compensated director)	\$60,000**

*Compensation is for duties as vice-president only.

**Represents compensation for half-time employment.

Attachment 7a: An endorsed filed copy of the organization's articles of incorporation is attached.

Attachment 7b: A copy of the organization's bylaws (certified by the secretary of KIPP Foundation) is attached.

Attachment 7c(2): Statements of receipts and expenditures:

The applicant has been in existence less than one year. An estimated budget for the current year (4/20/2000 to 6/30/2000) and a proposed budget for the next three years is set forth on Side 6.

Attachment 7d: Statement of applicant's purpose:

The purpose of KIPP Foundation is to promote and enhance effective public school education at low income public schools (including, specifically, charter schools) through the development of curriculum, training of school executives, facilitation of the sharing of information by schools and school executives, assistance to others in establishing new schools or converting existing schools, and establishment of a national network of highly effective low income schools, initially at the elementary and middle school level. Three of the components which the organization intends to implement are as follows:

- (1) School Leadership Training Program. KIPP Foundation has established a school leadership summer institute. During the summer of 2000, the institute will consist of a six-week program including a one-week introductory session at the KIPP Academy in New York (a

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middle school operated by an independent organization), three weeks of general graduate level business education at facilities of the University of California, Berkeley, Haas School of Business, provided principally by faculty members from the Haas School under contract with the KIPP Foundation, and two weeks of classroom training at the same facilities relating specifically to school design, school culture, student/teacher expectations, educational reform history and other education specific topics for which materials and instruction will be provided by the officers of KIPP Foundation and other instructors independently of the Haas School.

KIPP Foundation also expects to establish supervised residencies, primarily for graduates of the summer institute, at one or more public low income schools which share the organization's principles. During these residencies, the "residents" will be expected to serve in various capacities and will have an opportunity to observe closely the operation of the various parts of an effective low income school program and the application of the principles taught at the summer institute.

It is anticipated that as KIPP Foundation matures and evolves, there may be several "tracks" of the school leadership program being offered at any given time.

- (2) Fellowships. Following approval of KIPP Foundation's fellowship program by the Internal Revenue Service, KIPP Foundation will undertake to provide qualified individuals with fellowships to enable them to attend the summer institute, participate in the residency program and undertake the steps necessary to open an independent public school or to convert an existing public school to a "no-shortcuts" KIPP format of curriculum, including, among other tasks, assistance in locating opportunities, grant and charter application writing, and recruiting teachers and staff. KIPP Foundation, through its experienced staff, will provide supervision to fellows during the summer institute and residency period and, as a final phase of the fellowship program, guidance and assistance in working in the community to establish "no-shortcuts" style public (or public charter) schools in various low income areas of the United States.
- (3) School Resources Network. KIPP Foundation intends to act as a resource for new and existing public (or public charter) schools that are committed to the same general education principles as KIPP Foundation. As the number of similarly oriented schools increase, KIPP Foundation plans to organize a program of school resource services, including such services as access to low interest loans for the acquisition or renovation of school facilities, grant-writing and other fund-raising assistance, educational conferences, operation of a computerized network offering lesson plans, best practices and other helpful information, teacher and/or staff recruiting assistance, and general consultation and technical assistance concerning operational issues, curriculum design and other aspects of opening and operating effective low income schools.

Attachment 7e: Statement of the applicant's activities:
See answer for Attachment 7d, above.

Attachment 7f: Statement of the applicant's fund-raising activities:

The majority of financial support of the organization is expected to consist of contributions from Donald G. Fisher and Doris F. Fisher, the organization's founders. It is also expected that contributions will be received from others, including D&DF Foundation, a tax-exempt private foundation, under appropriate circumstances. No mailings, fund-raising committees, fund-raisers, solicitations, or other fund-raising activities are expected.

Attachment 7g: Statement of the applicant's discontinued activities:

Not applicable.

Attachment 7h: Copies of leases and other agreements for development of property:

Not applicable.

Attachment 7i: Samples of literature that the organization sells or distributes:

Not applicable.

Attachment 11a: As stated above, it is anticipated that the organization will receive 100% of its assets from contributions by Donald G. Fisher and Doris F. Fisher, the founders of KIPP Foundation. The organization may also receive funding from The D&DF Foundation, an IRC Section 501(c)(3) charitable trust that is classified as a private foundation, and of which Mr. and Mrs. Fisher are the sole trustees, but there is no commitment that The D&DF Foundation will do so.

Attachment 8

Credit Report

D&B Business Information Report**APPLICATION**

Report Printed: FEB 25 2003
In Date

BUSINESS SUMMARY**KIPP FOUNDATION**

FISHER SCHOOL LEADERSHIP PROGRAM

KNOWLEDGE IS POWER PROGRAM

345 Spear St Ste 510**San Francisco, CA 94105**This is a **single** location.**D-U-N-S Number:** 02-924-6977**Telephone:** 415 399-1556**D&B Rating:** **2R3**
Number of employees: 2R is **1 to 9** employees.**Chief executive:** MICHAEL FEINBERG, EXEC DIR**Composite credit appraisal:** 3 is **fair**.**Year started:** 2000**D&B PAYDEX®:****Employs:** 3**12-Month D&B PAYDEX: 80****History:** CLEAR

When weighted by dollar amount, payments to suppliers average generally within terms.

SIC: 8742**Line of business:** Educational training consulting service

Based on trade collected over last 12 months.

SUMMARY ANALYSIS

D&B Rating: **2R3**
Number of employees: 2R indicates **1 to 9** employees.
Composite credit appraisal: 3 is **fair**.

The Rating was changed on April 26, 2002 because of D&B's overall assessment of the company's financial, payment and history information. The 1R and 2R ratings categories reflect company size based on the total number of employees for the business. They are assigned to business files that do not contain a current financial statement. In 1R and 2R Ratings, the 2, 3, or 4 creditworthiness indicator is based on analysis by D&B of public filings, trade payments, business age and other important factors. 2 is the highest Composite Credit Appraisal a company not supplying D&B with current financial information can receive. For more information, see the D&B Rating Key.

Below is an overview of the company's rating history since 07/05/01:

D&B Rating	Date Applied
2R3	04/26/02
--	07/05/01

The Summary Analysis section reflects information in D&B's file as of February 24, 2003.

CUSTOMER SERVICE

Got a question about D&B Express? Need help using one of our small business services?

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APPLICATION

No problem! Our dedicated team of friendly support technicians is only a mouse click or phone call away.



Click here to email us with your questions at DNBExpressSupport@dnb.com.



If you'd like to speak with one of our member support technicians directly, call toll-free 1-866-834-4630, Monday thru Friday, 7:30 AM to 7:00 PM CST.

HISTORY

The following information was reported **05/24/2002**:

Officer(s): MICHAEL FEINBERG, EXECUTIVE DIRECTOR
DONALD FISHER, CHAIRMAN
JANE SPRAY, TREASURER

DIRECTOR(S): THE OFFICER(S)

Stock ownership not available.

Business started Apr 2000.

MICHAEL FEINBERG. 2000 to present active here.

DONALD FISHER. 2000 to present Chairman here. Active with affiliate, Gap Inc, as chairman and founder. Also active with all affiliates.

JANE SPRAY. 2000 to present Treasurer here. Also listed as Treasurer with affiliate, D2F2 Foundation. Also officer with Pisces Inc.

AFFILIATES:

The following are related through common principals, management and/or ownership: Kipp Academy, Houston, TX. Started '1995'. DUNS #947950879. Operates as Charter School. Intercompany relations were reported by management to consist of occassional loans and advances, merchandise transactions and service transactions.

Pisces Inc, San Fransico, CA. Started '1992'. DUNS #797314218. Operates as investment fund management. Intercompany relations were reported by management to consist of occassional loans and advances, merchandise transactions and service transactions.

D2F2 Foundation, San Fransico, CA. Started '1997'. DUNS #167995641. Operates as community trust. Intercompany relations were reported by management to consist of occassional loans and advances, merchandise transactions and service transactions.

Gap Inc, San Francisco, CA. Started '1969'. DUNS #48626915. Operates as retail clothing store chain. Intercompany relations: None reported by management.

Business address has changed from 1 Maritime Plaza Suite 1470, San Francisco, CA, 94111 to 345 Spear St Ste 510, San Francisco, CA, 94105.

OPERATIONS

05/24/2002

Description: Operates as a non profit educational training service, providing educational and support training services to teachers forming charter schools in urban cities (100%). The foundation will provide training, support services to the teacher, assist and consult with the forming of the charter school, and consult with the school, as operations begin for the school. WEBSITE: www.kipp.org.

Revenue is generated from donations and grants. Sells to educational industry. Territory : United States.

Nonseasonal.

APPLICATION

Employees: 3 which includes officer(s).

Facilities: Leases 1,000 sq. ft. on 14th floor of multi story building.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

87420000 Management consulting services

NAICS:

541611 Administrative Management and General Management Consulting Services

D&B PAYDEX

The D&B PAYDEX is a unique, dollar weighted indicator of payment performance based on up to 9 payment experiences as reported to D&B by trade references.

3-Month D&B PAYDEX: 80

When weighted by dollar amount, payments to suppliers average within terms.

Based on trade collected over last 3 months.

12-Month D&B PAYDEX: 80

When weighted by dollar amount, payments to suppliers average generally within terms.

Based on trade collected over last 12 months.

When dollar amounts are not considered, then approximately 100% of the company's payments are within terms.

PAYMENT SUMMARY

The Payment Summary section reflects payment information in D&B's file as of the date of this report.

Below is an overview of the company's dollar-weighted payments, segmented by its suppliers' primary industries:

	Total Rcv'd (#)	Total Dollar Amts (\$)	Largest High Credit (\$)	Within Terms (%)	Days Slow <31 31-60 61-90 90> (%)			
Top industries:								
Misc business credit	1	2,500	2,500	100	-	-	-	-
Nonclassified	1	1,000	1,000	100	-	-	-	-
Misc general gov't	1	750	750	100	-	-	-	-
Data processing svcs	1	250	250	100	-	-	-	-
Radiotelephone commun	1	250	250	100	-	-	-	-
Ret-direct selling	1	100	100	100	-	-	-	-
Whol office supplies	1	50	50	100	-	-	-	-
Executive office	1	50	50	100	-	-	-	-

Other payment categories:

Cash experiences	0	0	0
Payment record unknown	1	50	50
Unfavorable comments	0	0	0
Placed for collections:			
With D&B	0	0	
Other	0	N/A	
Total in D&B's file	9	5,000	2,500

APPLICATION

The highest **Now Owes** on file is \$1,000

The highest **Past Due** on file is \$0

D&B receives nearly 400 million payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received.

PAYMENT DETAILS

Detailed payment history

Date Reported (mm/yy)	Paying Record	High Credit (\$)	Now Owes (\$)	Past Due (\$)	Selling Terms	Last Sale Within (months)
01/03	Ppt	2,500	100	0	Lease Agreemnt	1 mo
	Ppt	250	250	0	N30	1 mo
	Ppt	250	0	0		1 mo
	Ppt	100	0	0	N30	6-12 mos
	Ppt	50	0	0	N30	1 mo
	(006)	50				6-12 mos
Â	Â Satisfactory.					
12/02	Ppt	1,000	1,000	0		1 mo
	(008)	50	0	0		6-12 mos
06/02	(009)	750				6-12 mos
Â	Â Satisfactory.					

Payments Detail Key: red = 30 or more days beyond terms

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

FINANCE

04/25/2002

On April 24, 2002 repeated attempts to contact this business where unsuccessful.

PUBLIC FILINGS

A check of D&B's public records database indicates that no filings were found for KIPP FOUNDATION at 345 Spear St Ste 510, San Francisco CA.

D&B's extensive database of public record information is updated daily to ensure timely reporting of changes and additions. It includes business-related suits, liens, judgments, bankruptcies, UCC financing statements and business registrations from every state and the District of Columbia, as well as select filing types from Puerto Rico and the U.S. Virgin Islands.

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D&B collects public records through a combination of court reporters, third parties and direct electronic filings with federal and local authorities. Its database of U.S. business-related filings is now the largest of its kind.

APPLICATION

GOVERNMENT ACTIVITY

Activity summary

Borrower (Dir/Guar):	NO
Administrative debt:	NO
Contractor:	NO
Grantee:	NO
Party excluded from federal program(s):	NO

Possible candidate for socio-economic program consideration

Labor surplus area:	N/A
Small Business:	YES (2002)
8(A) firm:	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

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Attachment 9

IRS Filing

990 FORM

PAGES 241 - 267 = 27 PAGES

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

27 PAGES HAVE BEEN WITHHELD

Attachment 10

Evidence of Publication of Notice of Intent

KIPP Aspire Academy
Evidence of Publication of Notice of Intent

San Antonio Express-News

Tuesday, March 11, 2003 5E

BIDS & PROPOSALS AND BIDS & PROPOSALS**TEXAS HIGHWAY IMPROVEMENT CONTRACTS**

Sealed proposals for highway improvement contracts will be received by the Texas Department of Transportation (TxDOT) until the date(s) shown below, and then publicly read.

CONSTRUCTION/ MAINTENANCE CONTRACT(S)

DISTRICT: AUSTIN
 • Contract 0015-13-298 for CONSTRUCT SIDEWALK in TRAVIS County will be opened on April 01, 2003 at 1:00 pm at the State Office.
 • Contract 0015-13-319 for RELOCATE RAMP in TRAVIS County will be opened on April 02, 2003 at 1:00 pm at the State Office.

DISTRICT: BRYAN
 • Contract 0917-12-057 for REPLACE EXISTING BRIDGE FACILITY AND APPROACHES in MILAM County will be opened on April 01, 2003 at 1:00 pm at the State Office.
 • Contract 0917-16-017 for REPLACE BRIDGE AND APPROACHES in LEON County, etc will be opened on April 02, 2003 at 1:00 pm at the State Office.

• Contract 0917-29-073 for REPLACE EXISTING BRIDGE FACILITIES AND APPROACHES in BRAZOS County will be opened on April 02, 2003 at 1:00 pm at the State Office.

DISTRICT: DALLAS
 • Contract 0094-03-092 for BRIDGE REPAIR in DALLAS County will be opened on April 01, 2003 at 1:00 pm at the State Office.

• Contract 0196-03-221 for INSTALL INCIDENT DETECTION & RESPONSE SYSTEM in DALLAS County will be opened on April 02, 2003 at 1:00 pm at the State Office.

DISTRICT: EL PASO
 • Contract 0924-06-147 for INSTALLATION OF INTERNATIONAL BRIDGE COUNTERS in EL PASO County will be opened on April 02, 2003 at 1:00 pm at the State Office.

DISTRICT: HOUSTON
 • Contract 0177-07-089 for CONSTRUCT 3 DIRECT CONNECTORS in HARRIS County will be opened on April 02, 2003 at 1:00 pm at the State Office.

• Contract 0271-15-076 for HIGH MAST LIGHTING in HARRIS County will be opened on April 01, 2003 at 1:00 pm at the State Office.

• Contract 0912-00-243 for INSTALL TRAFFIC SIGNALS (NON-SITE SPECIFIC) in HARRIS County, etc will be opened on April 02, 2003 at 1:00 pm at the State Office.

• Contract 0912-00-245 for RETRACE PV MK & INST RAISE REFLECT PV MK in HARRIS County, etc will be opened on April 01, 2003 at 1:00 pm at the State Office.

• Contract 0912-00-246 for RETRACE PV MK & INST RAISE REFLECT PV MK in HARRIS County, etc will be opened on April 01, 2003 at 1:00 pm at the State Office.

LEGALS 650**NOTICE OF INTENT TO APPLY FOR NINTH GENERATION OPEN-ENROLLMENT CHARTER SCHOOL**

The KIPP Aspire Academy is applying to the State Board of Education for approval to operate a Ninth Generation open-enrollment charter school to be located in San Antonio. 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 - KIPP Foundation; Chief Executive Officer of the proposed school - Mark Larson; Board members of the sponsoring entity - Michael Feinberg, David Levin, Shawn Hurwitz, Donald Fisher, Doris Fisher, John Fisher, and Scott Hamilton; Board members of the school management board - Marri Mohr, Brooks Flemister and other stakeholders to be determined; Proposed location of the school - 1826 Basse Road, San Antonio, Texas 78217; Brief description of the school - College prep, public middle school for traditionally underserved students, based on Knowledge Is Power Program (KIPP) model; Grade levels to be served - 5th - 8th grades; Planned opening date - July 14, 2003, if approved by state, July 2004. 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. To be considered by the board, letters should be sent in a timely manner (no later than September 1, 2003) and specifically address a proposed school. Letters may be sent to the following address:

Texas Education Agency
 Division of Charter Schools
 1701 N. Congress
 Austin, Texas 78701

A public hearing will be held on Thursday, March 13, 2003 at 6:30 p.m. at 1826 Basse Road, San Antonio, Texas 78217 in the four story building. Any person may be present and participate in the meeting.

FUNDING**833**

Top Sale
 Industrial
 For Lease
 Industrial
 For Sale
 Investment
 Manufacture
 Home Site
 Miscellaneous

CRE REPOS NW

Accepting 1/2 prr month. 10% down. Solitaire DW \$29,900
 in local health and hu- care organizations would be able to be get into your choice of

REI

Apts/Condo
 Downtown
 Apts/Condo
 North Center
 Apts/Condo
 Northeast
 Apts/Condo
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HILL COUNTRY**836**

Bandera, 4/2.5/2, 4 lots,
 asphalt dr., \$110K. Agt
 830-460-7844

WATERFRONT**PROPERTY****838**

Washer
 \$1,000K

223

223

NOTICE OF INTENT TO APPLY FOR
NINTH GENERATION
OPEN-ENROLLMENT CHARTER SCHOOL

The KIPP Aspire Academy is applying to the State Board of Education for approval to operate a Ninth Generation open-enrollment charter school to be located in San Antonio. 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 – KIPP Foundation; Chief Executive Officer of the proposed school – Mark Larson; Board members of the sponsoring entity – Michael Feinberg, David Levin, Shawn Hurwitz, Donald Fisher, Doris Fisher, John Fisher, and Scott Hamilton; Board members of the school management board – Marni Mohr, Brooks Flemister and other stakeholders to be determined; Proposed location of the school – 1826 Basse Road, San Antonio, Texas 78217; Brief description of the school – College prep, public middle school for traditionally underserved students, based on Knowledge Is Power Program (KIPP) model; Grade levels to be served – 5th –8th grades; Planned opening date – July 14, 2003, if approved by state, July 2004. 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. To be considered by the board, letters should be sent in a timely manner (no later than September 1, 2003) and specifically address a proposed school. Letters may be sent to the following address:

Texas Education Agency
Division of Charter Schools
1701 N. Congress
Austin, Texas 78701

A public hearing will be held on Thursday, March 13, 2003 at 6:30 p.m. at 1826 Basse Road, San Antonio, Texas 78213 in the four story building. Any person may be present and participate in the meeting.

Attachment 11

Evidence of Mailing Intent to City Council and County Commissioner's Court

Notice of Intent to Apply for Ninth Generation Open-Enrollment Charter School

The KIPP Foundation is applying to the State Board of Education for approval to operate a Ninth Generation open-enrollment charter school to be located in San Antonio. 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: KIPP Foundation

Chief Executive Officer of the proposed school: Mark Larson

Board members of the sponsoring entity: Michael Feinberg, David Levin, Shawn Hurwitz, Donald Fisher, Doris Fisher, John Fisher, and Scott Hamilton

Board members of the school management board: Marni Mohr, Brooks Flemister and other stakeholders to be determined

Proposed location of the school: 1826 Basse Road, San Antonio, Texas

Brief description of the school: College prep, public middle school for traditionally underserved students, based on Knowledge Is Power Program (KIPP) model.

Grade levels to be served: 5th through 8th grades

Planned opening date: School will open as a satellite campus of the KIPP Academy in Houston on July 14, 2003, but if approved, will open as a state charter in July of 2004.

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. To be considered by the board, letters should be sent in a timely manner (no later than September 1, 2003) and specifically address a proposed school. Letters may be sent to the following address: Texas Education Agency, Division of Charter Schools, 1701 N. Congress, Austin, TX 78701.

Title	First	Last	District	Address	Address 2	City	State	Zip
Council Member	Bobby	Perez	District 1	2321 Vance Jackson		San Antonio	TX	78213
Council Member	John	Sanders	District 2	4458 East Houston		San Antonio	TX	78220
Council Member	Antoinette	Moorhouse	District 3	4100 South New Braunfels	Suite 901	San Antonio	TX	78223
Council Member	Enrique	Martin	District 4	100 Military Plaza	Second Floor	San Antonio	TX	78205
Council Member	Nora	Herrera	District 5	P.O. Box 839966		San Antonio	TX	78283-3966
Council Member	Enrique	Barrera	District 6	7121 US Highway 90 West	Suite 100	San Antonio	TX	78227
Council Member	Julian	Castro	District 7	4415 Piedras Drive West	Austin Building, Suite 256	San Antonio	TX	78228
Council Member	Carroll	Schubert	District 9	900 Isom	Suite 102	San Antonio	TX	78216
Council Member	David	Carpenter	District 10	4169 Naco Perrin		San Antonio	TX	78217
The Honorable	Nelson	Wolff	Bexar County Judge	100 Dolorosa	Suite 1.20	San Antonio	TX	78205
Commissioner	Robert	Tejeda	Precint 1, Bexar County	100 Dolorosa	Suite 1.20	San Antonio	TX	78205
Commissioner	Paul	Elizondo	Precinct 2, Bexar County	100 Dolorosa	Suite 1.20	San Antonio	TX	78205
Commissioner	Lyle	Larson	Precint 3, Bexar County	100 Dolorosa	Suite 1.20	San Antonio	TX	78205
Commissioner	Tommy	Adkisson	Precint 4, Bexar County	100 Dolorosa	Suite 1.2	San Antonio	TX	78205

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:

Bobby Perez
District 1
2321 Vance Jackson
San Antonio, TX 78213

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 2779

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3-11-3

- 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:

John Sanders
District 2
4458 East Houston
San Antonio, TX 78220

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 2786

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3-12-03

- 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

- 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:

Antoinette Moorhouse
District 3
4100 South New Braunfels
Suite 901
San Antonio, TX 78223

A. Signature

X

☒ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Stephanie C. Gengenbach

3-6-03

- 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

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 2809

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

228

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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:

Nora Herrera
District 5
P.O. Box 839966
San Antonio, TX 78283-3966

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 2762

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

MAR 10 2003

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:

Julian Castro
District 7
4415 Piedras Drive West
Austin Building, Suite 256
San Antonio, TX 78228

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 2724

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent☐ Addressee

B. Received by (Printed Name)

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

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

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:

Carroll Schubert
District 9
900 Isom
Suite 102
San Antonio, TX 78216

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

NICOLE E. FOWLE

MAR 7 2003

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

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 2731

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

228

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APPLICATION

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- 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 ☒ <u>Elaine Mederos</u> ☐ Agent ☐ Addressee B. Received by (Printed Name) <u>ELAINE MEDEROS</u> C. Date of Delivery <u>3/10/03</u> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: David Carpenter District 10 4169 Naco Perrin San Antonio, TX 78217		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
2. Article Number (Transfer from service label) <u>7002 3150 0003 9863 2748</u>		4. Restricted Delivery? (Extra Fee) ☐ Yes	

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- 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 ☒ <u>Monica Guillen</u> ☐ Agent ☐ Addressee B. Received by (Printed Name) <u>Monica Guillen</u> C. Date of Delivery <u>MAR 2003</u> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: Nelson Wolff Bexar County Judge 100 Dolorosa Suite 1.20 San Antonio, TX 78205		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
2. Article Number (Transfer from service label) <u>7002 3150 0003 9863 2694</u>		4. Restricted Delivery? (Extra Fee) ☐ Yes	

PS Form 3811 August 2001 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- 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 ☒ <u>Robert Tejeda</u> ☐ Agent ☐ Addressee B. Received by (Printed Name) <u>Robert Tejeda</u> C. Date of Delivery <u>06 MAR 2003</u> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: Robert Tejeda Precint 1, Bexar County 100 Dolorosa Suite 1.20 San Antonio, TX 78205		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
2. Article Number (Transfer from service label) <u>7002 3150 0003 9863 2700</u>		4. Restricted Delivery? (Extra Fee) ☐ Yes	

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

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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:

Paul Elizondo
Precinct 2, Bexar County
100 Dolorosa
Suite 1.20
San Antonio, TX 78205

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 2717

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature


☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

06 MAR 2003

D. Is delivery address different from item 1? ☐ YesIf 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 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:

Lyle Larson
Precinct 3, Bexar County
100 Dolorosa
Suite 1.20
San Antonio, TX 78205

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 2670

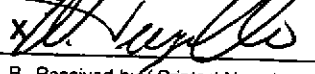
PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature


☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

10 MAR 2003

D. Is delivery address different from item 1? ☐ YesIf 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:

Tommy Adkisson
Precinct 4, Bexar County
100 Dolorosa
Suite 1.2
San Antonio, TX 78205

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 2687

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature


☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

06 MAR 2003

D. Is delivery address different from item 1? ☐ YesIf 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

231

231

Attachment 12

Notice of Public Hearing

KIPP Aspire Academy
Evidence of Notice of Public Hearing

(Original in Attachment 10)

San Antonio Express-News

Tuesday, March 11, 2003 5E

BIDS & PROPOSALS 600

**TEXAS HIGHWAY
IMPROVEMENT
CONTRACTS**

Sealed proposals for highway improvement contracts will be received by the Texas Department of Transportation (TxDOT) until the date(s) shown below, and then publicly read.

**CONSTRUCTION/
MAINTENANCE
CONTRACT(S)**

DISTRICT: AUSTIN
Contract 0015-13-298 for CONSTRUCT SIDEWALKS in TRAVIS County will be opened on April 01, 2003 at 1:00 pm at the State Office.
Contract 0015-13-319 for RELOCATE RAMP in TRAVIS County will be opened on April 02, 2003 at 1:00 pm at the State Office.
DISTRICT: BRYAN
Contract 0917-12-057 for REPLACE EXISTING BRIDGE FACILITY AND APPROACHES in MILAM County will be opened on April 01, 2003 at 1:00 pm at the State Office.
Contract 0917-16-017 for REPLACE BRIDGE AND APPROACHES in LEON County, etc. will be opened on April 02, 2003 at 1:00 pm at the State Office.
Contract 0917-29-073 for REPLACE EXISTING BRIDGE FACILITIES AND APPROACHES in BRAZOS County will be opened on April 02, 2003 at 1:00 pm at the State Office.
DISTRICT: DALLAS
Contract 0094-03-092 for BRIDGE REPAIR in DALLAS County will be opened on April 01, 2003 at 1:00 pm at the State Office.
Contract 0196-03-221 for INSTALL INCIDENT DETECTION & RESPONSE SYSTEM in DALLAS County will be opened on April 02, 2003 at 1:00 pm at the State Office.
DISTRICT: EL PASO
Contract 0924-06-147 for INSTALLATION OF INTERNATIONAL BRIDGE COUNTERS in EL PASO County will be opened on April 02, 2003 at 1:00 pm at the State Office.
DISTRICT: HOUSTON
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Contract 0271-15-076 for HIGH MAST LIGHTING in HARRIS County will be opened on April 01, 2003 at 1:00 pm at the State Office.
Contract 0912-09-243 for INSTALL TRAFFIC SIGNALS (NON-SITE SPECIFIC) in HARRIS County, etc. will be opened on April 02, 2003 at 1:00 pm at the State Office.
Contract 0912-09-245 for RETRACE PV MK & INST RAISE REFLECT PV MK in HARRIS County, etc. will be opened on April 01, 2003 at 1:00 pm at the State Office.
Contract 0912-09-260 for RETRACE PV MKS & INST RAISE REFLECT PV MKS in HARRIS County, etc. will be opened on April 01, 2003 at 1:00 pm at the State Office.

LEGALS 650

**NOTICE OF INTENT
TO APPLY FOR
NINTH GENERATION
OPEN ENROLLMENT
CHARTER SCHOOL**

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Division of Charter Schools
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Austin, Texas 78701
A public hearing will be held on Thursday, March 13, 2003 at 6:30 p.m. at 1826 Basse Road, San Antonio, Texas 78213 in the four story building. Any person may be present and participate in the meeting.

BIDS & PROPOSALS 600

INDUSTRIAL/COMMERCIAL/RESIDENTIAL

CREPOS NW

Investment

Manufacturing

Home Sites

Miscellaneous

RELI

Apts/Condo

Downtown

Apts/Condo

North Central

Apts/Condo

Northwest

Apts/Condo

Southwest

Duplexes/T

Furnished R

Corporate

Homes/Dw

Homes/No

Homes/No

Homes/Sou

Homes/Sou

Rooms

Out of Tow

Resort/Pro

Renov War

Roommates

Manufactu

Home & Sit

Miscellaneous

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Texas Real

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Texas

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features.

FAIR HOU

All real estate

HILL COUNTRY 836

Bandera, 4/25/2, 4- lots,

asphalt dr., \$110K. Agt

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Attachment 13

Registration Log of Attendance at Public Hearing

Family Educational Rights and Privacy Act Protected Material

1 page has 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

KIPP Aspire Academy Public Hearing

Thursday, March 13, 2003
6:30 p.m.

Lutheran High School
1826 Basse Road
San Antonio, TX 78213

Presenter: Mark Larson, KIPP Aspire Academy

Summary of Comments:

Conducted in English and Spanish

Mr. Larson welcomed parents and explained that KIPP Aspire Academy will be a high performing public middle school serving San Antonio students in grades 5-8. He noted that the school would be open to all students living inside Loop 410, except Alamo Heights and military bases. Mr. Larson explained that the school will open this summer with 90 5th grade students and will grow a grade level each year.

Mr. Larson described that the goal of KIPP Aspire Academy was to prepare all students for high school and college. He noted that students may be coming in at a lower grade level, therefore more time is needed if we are going to have kids going to college. School will be held Monday through Thursday from 7:30 to 5 pm, Friday from 7:30 am to 2:30 pm, two Saturdays a month and there will also be a three week summer session.

Mr. Larson explained that KIPP Aspire Academy is in the process of applying for a state charter, and as a charter, the school will have the flexibility to implement KIPP's Five Pillars: High Expectations for all students, More Time on Task, Choice and Commitment, Power to Lead and a Focus on results. He noted that the integration of KIPP's Five Pillars into KIPP Aspire Academy's culture is one of the many ways that KIPP Aspire Academy will be a unique school for San Antonio's families.

The "60 Minutes" video clip was then shown in both English and Spanish.

Questions from participants & responses provided by Mark Larson:

1. [REDACTED] - will the students wear uniforms?

Response from Mr. Larson: Yes, the students will wear uniforms. They will be khaki pants and a colored shirt, a different color for each grade level. They will have to earn their shirt if they are to receive it. If they do earn it, they will be provided with two a year.

2. [REDACTED] - what is the most important promise for the family?

Response from Mr. Larson: The Commitment to Excellence outlines each party's role in the education of the child. The main promise is to make the education of your child a priority in the home and to support the school in their efforts.

3. [REDACTED] asked if there was a waiting list.

APPLICATION

Response from Mr. Larson: There is not a waiting list at this point. We are currently signing students up for the lottery, which will take place on April 15h. If more than 90 students are signed up by that point, then we will put everybody's name into a hat and pull out the first 90 names and these will be our first class. At this point I doubt that will happen. I think that we will have fewer than 90, in which case, all of the students who have signed up at that point will be accepted and we will set a date for the next lottery to fill the remaining slots.

4. [REDACTED] asked if transportation would be provided.

Response from Mr. Larson: Transportation will be provided to students. The school will be chartering buses that will pick most kids up. Some students will be given a VIA pass if they live on a route that comes by the school and we determine that it is safe for them to do that.

5. [REDACTED] asked if religion would be taught in the school.

Response from Mr. Larson: No, as a public school, we will not be teaching religion at the school, but you are welcome to do that at home if you like.

6. [REDACTED] asked what the curriculum would be.

Response from Mr. Larson: The curriculum will be based on the TEKS, which we have supplemented. We have gone to the best public and private schools in the country and asked them what they think a ninth grader needs to be able to do when they arrive. We took their responses and added standards into the TEKS in order to make them stronger and more inclusive. This will be the base for our curriculum. We will cover the TEKS and then some.

7. [REDACTED] asked what the process would be for other students? Does her child get preference, is it first come first serve?

Response from Mr. Larson: Once a child is accepted, they do not have to reapply for the next year. Also, any siblings of current or former students are automatically accepted. Aside from siblings, all fifth graders will be accepted in the same way, using the lottery system.

8. [REDACTED] asked what will be done if there is an emergency? Will there be a nurse?

Response from Mr. Larson: All of our teachers will be trained in First Aid and CPR and will take care of most all of the problems that arise. Any that we are not able to handle here will be taken to the nearest hospital or clinic and served there. We will have an emergency plan that we follow.

9. [REDACTED] asked if there would be uniforms and do all students have to wear the same uniforms?

Response from Mr. Larson: Yes, all students will have to wear the same uniforms. This will be the khaki pants and colored shirt.

10. [REDACTED] asked if all students would have to wear pants, no shorts?

Response from Mr. Larson: Correct, no shorts, just pants.

11. [REDACTED] asked how many students were needed to open the school.

Response from Mr. Larson: The school will open with however many students we get. We will just need to make changes to the structure in order to make it work. The closer we can get to our target number of 90, the better the education will be though.

12. [REDACTED] asked about extra-curriculars. Music?

Response from Mr. Larson: At this point, we will not have music in our first year, but as we go forward if I can identify someone who would be a great music leader, we will have it. We will have opportunities to participate in music during Saturday school though.

13. [REDACTED] asked what the discipline system will be like.

Response from Mr. Larson: The school will have a school-wide discipline policy that will take care of about 95% of the problems that arise. Just like you and I receive a paycheck for the work that we do, students will as well. If they do not complete their homework or are late to class or are disruptive, then they will not receive as many "Aspire Bucks" at the end of the week. This money can be used at auctions of school supplies each Friday or at the school store. This is an overview of the system that we will use.

Students will also have the opportunity to earn the right to participate in trips out of the city or out of the state at the end of the school year. This will provide the positive motivation for the kids also.

14. [REDACTED] asked about High School options for Aspire students.

Response from Mr. Larson: KIPP Aspire Academy will help students find very good high schools to attend after they are done with their time here at Aspire Academy. They are not guaranteed acceptance to any high schools as a result of going to this school, but we will help them with this step. We will also help them with SAT prep after they leave us in the 9th grade.

After the Question and Answer period, Mr. Larson asked interested parents to inform him if they would like their student to be included in the lottery. He encouraged everyone to call him with any questions. Mr. Larson then gave a brief tour of the school facility.

Attachment 15

Letters of Business Arrangements

KIPP Aspire Academy currently does not have any official business arrangements or partnerships with existing schools, educational programs, businesses, or non-profit organizations.

Attachment 16

Supporting Letters of Credit and Sources of Private Funds

KIPP National and the U.S. Department of Education's

FUND FOR THE IMPROVEMENT OF EDUCATION

Grant Allocation Notification for KIPP Network Schools

APPLICATION

March 12, 2003

Mr. Mark Larson
KIPP Aspire Academy

Dear Mr. Larson,

It is my pleasure to inform you that KIPP Foundation has been awarded a \$3,546,488 grant under the Fund for the Improvement of Education Program's unsolicited authority. This grant covers the academic years 2001-2002 through 2003-2004, and its goal is to continue to develop and expand extended-year enrichment programs that have proven successful at the original KIPP schools to all KIPP schools in our growing team and family.

We invite your school to submit a plan for the allocation of \$30,000 of this grant (\$10,000 in grant year 2002-2003 and \$20,000 in grant year 2003-2004 for salaries and supplies). This amount was calculated based on the anticipated number of students you are serving this coming year and in the subsequent year (0 and 80), as well as the specific needs associated with schools that are still in their growth stages. If your student enrollment falls below these levels, you will receive the prorated per pupil amount of this funding level. This grant will support KIPP schools' activities including:

- Salaries, wages, and stipends for KIPP faculty to teach in your school's extended time environment including after school hours during the week, Saturday school, and summer school;
- Salaries, wages, and stipends for outside experts/teachers to teach in your school's extended time environment; and
- Materials and supplies for the activities with your students in your school's extended time environment.

Congratulations on working yourself and your school into this opportunity, and I look forward to more ways in which we can demonstrate that team always beats individual. Please send my best to any kids, parents, and teachers you've added to our team.

Sincerely,



Michael Buerger, CFO

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THE WALTON FAMILY FOUNDATION, INC.

APPLICATION

January 23, 2003

Mr. Mark Larson
KIPP Aspire Academy
C/o KIPP National
345 Spear Street, Suite 510
San Francisco, CA 94105

Dear Mr. Larson,

I am pleased to enclose a grant from The Walton Family Foundation, Inc., in the amount of \$10,000.00 to KIPP Aspire Academy to provide support to address costs as presented in application dated 11/01/02. This grant is pursuant to our grant agreement dated January 2, 2003.

The Foundation desires that all of the Grantee's resources be dedicated to accomplishing Grantee's philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation, any of its Board of Directors, staff, or affiliates with any membership, commemorative items, recognition plaques or gratuities of any sort.

The Foundation reserves the sole and exclusive right to review and approve any and all publicity concerning this grant prior to release. Any information regarding this grant, to be released to the general public, should be approved in advance by the Foundation staff. This requirement is not intended to prevent you from informing members of Grantee's Board, other key personnel of Grantee, or other potential donors of Grantees. Listing the grant in Grantees general publications alongside other like grants is permitted.

Sincerely,



Buddy D. Philpot
Executive Director

Enclosure

THE WALTON FAMILY FOUNDATION, INC.

APPLICATION

January 2, 2003

Ms. Laurie Bieber
KIPP Aspire Academy
C/o KIPP National
345 Spear Street, Suite 510
San Francisco, CA 94105

Dear Ms. Bieber,

It is my pleasure to inform you that The Walton Family Foundation, Inc. (the "Foundation") has approved a grant to the KIPP Aspire Academy. This grant is subject to the following terms and conditions:

Grant Terms and Conditions:

- 1) Purpose: To provide support to address costs as presented in application dated 11/01/02.
- 2) Grantee Representations and Warranties:

Expenditure Responsibility: In the event the grantee is not a public entity or does not receive the designated 501 (c) (3) status, KIPP Aspire Academy will be required to submit an Expenditure Responsibility report to The Foundation based upon the following:

Grant funds may not be used for any of the following purposes: **to attempt to influence legislation or the outcome of any specific public election; to carry on, directly or indirectly, any voter registration drive;** to make grants to individuals or to other organizations, which do not comply with the requirements of Sec. 4945(d)(3) or (4), or undertake any activities for a non charitable purpose.

Under the applicable laws of the United States, all grant funds must be expended for charitable, scientific, literary, or educational purposes. This grant is made solely for the purposes stated in this letter, and the grant funds as well as any interest earned thereon may not be expended for any other purpose without the Foundation's prior approval in writing. It is understood that the funds will be used in accordance with the terms of this letter. Any funds not expended or committed for the purposes of the grant will be returned to the Foundation.

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KIPP Aspire Academy agrees to provide annual narrative and financial reports on the use of grant funds to the Foundation's Board of Directors and a final report when the grant funds are fully expended. Each report should include a narrative account of what was accomplished by the expenditure of funds (including a description of progress made toward achieving the goals of the grant) and an annual financial statement.

Although the grant funds need not be physically segregated, such funds should be accounted for on your books in a manner which provides for ease of reference and verification. Records of receipts and expenditures under the grant, as well as copies of reports submitted to the Foundation, should be kept for at least four years following completion of such receipts and expenditures. Your books and records are to be made available for the Foundation's inspection at reasonable times.

The foregoing conditions comply with obligation under United States law to make reasonable efforts and establish adequate procedures to see that grant funds are spent solely for the purposes for which they were granted, and to obtain full and complete reports on how grant funds have been expended. Changes in United States laws, or in regulations interpreting them, may require the Foundation to ask that more detailed reports be submitted or that other steps be taken. The Foundation would promptly inform you of any such changes.

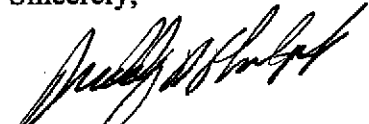
The Foundation will include information on this grant in its periodic public reports.

- 3) Amount: Ten Thousand Dollars (\$10,000.00).
- 4) Payable: Such grant shall be payable within 14 days of the receipt of a copy of this letter from Grantee acknowledging the terms and conditions set forth herein.
- 5) Reporting: An annual report on use of funds, and specific evaluation components which will be determined and verified by Foundation staff, will be submitted to the Foundation by December 31, 2003. A separate evaluation request form in addition to this reporting will follow from the Walton Family Foundation's charter school office.
- 6) Acknowledgment: We have enclosed two original grant letters. Please sign one copy as acknowledgment of the terms and conditions herein stated and return it to me in the enclosed self addressed envelope. If the signed acknowledgment of this grant letter is not received in the Foundation's office by January 31, 2003, the Foundation will consider the Grantee has refused the grant and all obligations of the Foundation will terminate.
- 7) The Foundation reserves the sole and exclusive right to review and approve any and all publicity concerning this grant prior to release. Any information regarding this grant, to be released to the general public, should be approved in advance by the Foundation staff. This requirement is not intended to prevent you from informing members of Grantee's Board, other key personnel of Grantee, or other potential donors of Grantees. Listing the grant in Grantees general publications alongside other like grants is permitted.

APPLICATION

8) The Foundation desires that all of the Grantee's resources be dedicated to accomplishing Grantee's philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, staff, or affiliates with any membership, commemorative items, recognition plaques or gratuities of any sort.

Sincerely,



Buddy D. Philpot
Executive Director

ACKNOWLEDGED AND AGREED

By _____
Laurie Bieber (Date)
KIPP Aspire Academy

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As set forth in paragraph nine of the 2002 Fisher Fellowship Agreement between KIPP Foundation (the "Foundation") and Mark L. Leno ("School Leader"), the Foundation is prepared to extend, the terms set forth below, a line of credit to pay certain costs in connection with the establishment of a KIPP school in San Antonio (the "Academy").

This Memorandum shall serve as confirmation of the parties' mutual understanding concerning the reimbursement of KIPP Foundation for such costs and fees paid by it. It is anticipated that the School Leader will be employed by the Foundation as a Fisher Fellow from July 1, 2002 until June 30, 2003, and will thereafter serve as the School Leader for the Academy. Assuming that the School Leader opens the Academy following completion of the Fisher Fellowship, it is anticipated by the parties that the repayment of this Line of Credit will immediately become an operational expense of the Academy. If, despite our best efforts, the Foundation is unable to obtain the facility, freedom or financing necessary to operate the Academy, the Foundation will not seek to recover the fees or costs advanced to on behalf of the Academy.

Amount and Timeframe

The line of credit is limited to \$15,000. The Foundation will consider extensions of the line of credit, both in terms of amount and timeframe, on a case-by-case basis. The Academy must submit a written request to the Chief Financial Officer of the KIPP Foundation to extend the line of credit. The line of credit becomes available to you upon receipt of this signed document. Access to the line of credit expires when state or local funding begins, or on October 1 of the first year of operation of the Academy.

Disbursement

There are four means of accessing funds.

1. The primary mode of disbursement is through the American Express card provided by the Foundation through this agreement. Please see the policies on the use of American Express card.
2. The Foundation will pay invoices directly. Please submit the invoices with a KIPP expense form. Please describe the expense in detail on the KIPP expense form.
3. For the purchase of expenditures requiring payments in advance, KIPP will process a check and send it to you. Please submit a KIPP check requisition form. Note that check requisitions can take up to two weeks to process.
4. Out-of-pocket expenses incurred for the development of the Academy will be reimbursed by KIPP Foundation upon receipt of a KIPP expense form and all receipts.
5. Any expenditure over \$1,000 requires pre-approval by your Guide.

Terms

- Interest – The line of credit is provided at zero percent (0%) interest through October 1 of the first year of operations of the Academy, after which point interest will accrue on the outstanding credit at the rate of zero percent (0%).
- Payback Period – The Academy will begin reimbursement to the Foundation of the covered fees and costs on or before October 1, 2003, and on the first day of each month thereafter, in installments of a minimum of \$1,000 per month or until the fees and costs of the covered expenditures are fully reimbursed. In the event that the Academy operates

pursuant to an operating agreement with the Foundation, or funding or operation of the Academy otherwise flow through the Foundation, the Foundation can elect to deduct the appropriate amounts owed to it pursuant to this Memorandum of Understanding from those sums paid by the Foundation to the Academy. If there is a request to extend the line of credit, both the Foundation and the Academy will agree upon a revised payment schedule before an extension is granted.

APPLICATION

- **Default** – If the Academy defaults on repayment of the balance, the Academy's relationship within the Foundation, including any license or operational agreements, may be adversely affected.
- **Breach of Contract** – This line of credit can be immediately rescinded if it is determined that the Academy is misusing the line of credit, including uses other than those outlined below. If the line of credit is rescinded, interest begins accruing immediately at a rate of ten percent, and the first payment will be due the first day of the next month.

Uses

The line of credit will cover start-up and operational costs or fees directly associated with the establishment of the Academy, as the Foundation determines is appropriate. Such costs and fees may include:

- Travel costs to your site to meet with community or government organizations. Note: KIPP Foundation will pay for three return visits to your site during the residency period. If additional trips are required for trailblazing and/or charter purposes, the cost of these can be put on your line of credit.
- Travel costs by you or your teachers to visit KIPP Schools except as required by the KIPP School Leadership Program;
- Travel for your teachers to and from KIPP National Conferences;
- Expenses for Academy staff at KIPP National Conferences, including items such as personal meals, local travel, and phone charges;
- Start-up administrative expenses including:
 - Computing costs (any computing device you may require for this effort or any internet access costs incurred once you return to your site),
 - Telephone costs (cell phone and monthly program costs),
 - Photocopying, printing, mail delivery, and shipping of materials,
 - Development of marketing materials and subscriptions, and
 - Rent for local office space;
- Business meals associated with meeting community or government organization representatives;
- Legal costs beyond those associated with incorporation and creation of a 501(c)(3).

There are some expenses that you will accrue over the course of your Fellowship and Residency that you will not be expected to reimburse, and are covered by KIPP Foundation as a part of your Fellowship. Neither you nor the Academy will be responsible for reimbursing costs directly associated with the Residency and the Summer Institute. These costs include:

- Lodging and meals during the Institute
- Lodging during Residency

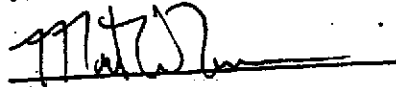
- Travel to and from Residency sites
- Travel and lodging to and from all KIPP National training conferences.

APPLICATION

The line of credit may not be used for the following uses, under any circumstances, unless the Academy has received prior, written approval from KIPP Foundation:

- Personal expenses;
- Meals and entertainment during the Summer Institute and Residency periods;
- Debt financing (e.g. the guarantee of loans);
- Salaries of the school leader prior to July 1 of the year of opening.

I acknowledge and accept the foregoing terms governing the line of credit extending to me, on behalf of the Academy.


Signature

Mark Larson
Name

7-11-02
Date

Attachment 17
Start-Up Budget

KIPP Aspire Academy**Summary of Estimated Revenues and Expenses**

Budget for the period

03/01/2003

to

08/31/2004

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ -	\$ 25,000	\$ -	\$ 25,000
Total Estimated Revenues	\$ -	\$ 130,000	\$ -	\$ 130,000
Estimated Expenses:				
6100 Payroll Costs	61,320	56,668	-	117,988
6200 Professional and Contracted Services	50,683	4,697	-	55,380
6300 Supplies and Materials	10,450	40,560	-	51,010
6400 Other Operating Costs	14,331	1,000	-	15,331
6500 Debt Expense	15,250	-	-	15,250
Other Expenses	-	-	-	-
Total Estimated Expenses	\$ 152,034	\$ 102,925	\$ -	\$ 254,959
Change in Net Assets	\$ (152,034)	\$ 27,075	\$ -	\$ (124,959)
Net Assets at End of Year	<u>\$ (152,034)</u>	<u>\$ 52,075</u>	<u>\$ -</u>	<u>\$ (99,959)</u>

APPLICATION

KIPP Aspire AcademySchedule of Net Assets at Beginning of Year

Budget for the period

03/01/2003

to

08/31/2004

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Walton Family Foundation - Planning Grant	-	10,000	-	10,000
KIPP Foundation Line of Credit	-	15,000	-	15,000
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
Net Assets at Beginning of Year	<u>\$ -</u>	<u>\$ 25,000</u>	<u>\$ -</u>	<u>\$ 25,000</u>

APPLICATION

Budget for the period

03/01/2003

to

08/31/2004

[illegible]

APPLICATION

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KIPP Aspire Academy
Schedule of Estimated Expenses

Budget for the period	03/01/2003	to	08/31/2004	
	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	45,000	44,333	-	89,333
6121 Extra Duty Pay/Overtime -- Support Personnel	-	-	-	-
6129 Salaries or Wages for Support Personnel	-	6,584	-	6,584
6139 Employee Allowances	-	-	-	-
6141 Social Security/Medicare	-	554	-	554
6142 Group Health and Life Insurance	16,320	5,014	-	21,334
6143 Workers' Compensation	-	-	-	-
6145 Unemployment Compensation	-	182	-	182
6146 Teacher Retirement/TRS Care	-	-	-	-
6149 Employee Benefits	-	-	-	-
Total Payroll Costs	\$ 61,320	\$ 56,668	\$ -	\$ 117,988
6200 Professional and Contracted Services				
6211 Legal Services	750	-	-	750
6212 Audit Services	-	-	-	-
6219 Professional Services	10,000	4,697	-	14,697
6221 Staff Tuition and Related Fees -- Higher Education	-	-	-	-
6222 Student Tuition -- Public Schools	-	-	-	-
6223 Student Tuition -- Other than Public Schools	-	-	-	-
6229 Tuition and Transfer Payments	-	-	-	-
6239 Education Service Center Services	-	-	-	-
6249 Contracted Maintenance and Repair	20,000	-	-	20,000
6259 Utilities	8,100	-	-	8,100
6269 Rentals -- Operating Leases	11,833	-	-	11,833
6299 Miscellaneous Contracted Services	-	-	-	-
Total Professional and Contracted Services	\$ 50,683	\$ 4,697	\$ -	\$ 55,380
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (Including Buses)	-	-	-	-
6319 Supplies for Maintenance and/or Operations	1,000	-	-	1,000
6321 Textbooks	-	-	-	-
6329 Reading Materials	-	1,890	-	1,890
6339 Testing Materials	-	820	-	820
6341 Food	9,450	-	-	9,450
6342 Non-Food	-	-	-	-
6343 Items for Sale	-	-	-	-

APPLICATION

KIPP Aspire Academy
Schedule of Estimated Expenses

Budget for the period	03/01/2003	to	08/31/2004	
	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
6344 USDA Donated Commodities	-	-	-	-
6349 Food Service Supplies	-	-	-	-
6399 General Supplies	-	37,850	-	37,850
Total Supplies and Materials	\$ 10,450	\$ 40,560	\$ -	\$ 51,010
6400 Other Operating Costs				
6411 Travel and Subsistence -- Employee Only	-	-	-	-
6412 Travel and Subsistence -- Students	-	-	-	-
6413 Stipends -- Non-Employees	-	-	-	-
6419 Travel and Subsistence -- Non-Employees	-	-	-	-
6429 Insurance and Bonding Costs	4,161	-	-	4,161
6449 Depreciation Expense	-	-	-	-
6494 Reclassified Transportation Expenses	9,900	1,000	-	10,900
6499 Miscellaneous Operating Costs	270	-	-	270
Total Other Operating Costs	\$ 14,331	\$ 1,000	\$ -	\$ 15,331
6500 Debt Expense				
6521 Interest on Bonds	-	-	-	-
6522 Capital Lease Interest	-	-	-	-
6523 Interest on Debt	-	-	-	-
6529 Interest Expenses	-	-	-	-
6599 Other Debt Fees	15,250	-	-	15,250
Total Debt Expense	\$ 15,250	\$ -	\$ -	\$ 15,250
Other Expenses				
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
Total Other Expenses	\$ -	\$ -	\$ -	\$ -
Total Estimated Expenses	\$ 152,034	\$ 102,925	\$ -	\$ 254,959

APPLICATION

Attachment 18

Budgets for Years One, Two, and Three Of Operation

KIPP Aspire Academy**Summary of Estimated Revenues and Expenses**

Budget for the Fiscal Year Ended

08/31/2005

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ (99,959)	\$ -	\$ -	\$ (99,959)
Estimated Revenues:				
5700 Local Sources	-	30,623	-	30,623
5800 State Sources	810,000	259,735	-	1,069,735
5900 Federal Sources	-	371,659	-	371,659
Other Sources	-	-	-	-
Total Estimated Revenues	\$ 810,000	\$ 662,016	\$ -	\$ 1,472,016
Estimated Expenses:				
6100 Payroll Costs	500,173	219,711	-	719,884
6200 Professional and Contracted Services	102,376	26,647	-	129,023
6300 Supplies and Materials	35,831	250,058	-	285,889
6400 Other Operating Costs	65,013	165,600	-	230,613
6500 Debt Expense	515	-	-	515
Total Estimated Expenses	\$ 703,907	\$ 662,016	\$ -	\$ 1,365,923
Change in Net Assets	\$ 106,093	\$ -	\$ -	\$ 106,093
Net Assets at End of Year	\$ 6,134	\$ -	\$ -	\$ 6,134

KIPP Aspire Academy

Schedule of Net Assets at Beginning of Year

Budget for the Fiscal Year Ended

08/31/2005

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Balance from Startup	(99,959)	-	-	(99,959)
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
Net Assets at Beginning of Year	<u>\$ (99,959)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (99,959)</u>

KIPP Aspire Academy
Schedule of Local Revenues

Budget for the Fiscal Year Ended

08/31/2005

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total 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	-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
5751	Food Service Activity	-	18,023	-	18,023
5752	Athletic Activities	-	-	-	-
5753	Extracurricular/Cocurricular Activities Other than Athletics	-	12,600	-	12,600
5759	Cocurricular, Enterprising Services or Activities	-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
5769	Miscellaneous Revenues from Intermediate Sources	-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
	Total Local Revenues	\$ -	\$ 30,623	\$ -	\$ 30,623

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KIPP Aspire Academy

Schedule of State Revenues

Budget for the Fiscal Year Ended

08/31/2005

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5811	Per Capita Apportionment	810,000	-	-	810,000
5812	Foundation School Program Act Entitlements	-	-	-	-
5813	Foundation School Program Act Incentive Aid	-	-	-	-
5819	Other Foundation School Program Act Revenues	-	-	-	-
5829	State Program Revenues Distributed by Texas Education Agency	-	259,735	-	259,735
5839	State Revenues from State of Texas Government Agencies	-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
	Total State Revenues	<u>\$ 810,000</u>	<u>\$ 259,735</u>	<u>\$ -</u>	<u>\$ 1,069,735</u>

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KIPP Aspire Academy

Schedule of Federal Revenues

Budget for the Fiscal Year Ended

08/31/2005

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5919	Federal Revenues Distributed Through Government Entities Other than State or Federal Agencies	-	-	-	-
		-	-	-	-
		-	-	-	-
5921	School Breakfast Program	-	34,310	-	34,310
5922	National School Lunch Program	-	62,952	-	62,952
5923	United States Department of Agriculture (USDA) Donated Commodities	-	-	-	-
5929	Federal Revenues Distributed by Texas Education Agency				
	National Afterschool Snack Program	-	17,006	-	17,006
	Title I Program	-	82,391	-	82,391
	Title Vb Charter School Grant (Old Title X)	-	175,000	-	175,000
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	-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
	Total Federal Revenues	\$ -	\$ 371,659	\$ -	\$ 371,659

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KIPP Aspire Academy

Schedule of Other Sources

Budget for the Fiscal Year Ended

08/31/2005

Description of Other Sources of Revenue	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
Total Other Sources	\$ -	\$ -	\$ -	\$ -

KIPP Aspire Academy
Schedule of Estimated Expenses

Budget for the Fiscal Year Ended

08/31/2005

	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	434,378	202,010	-	636,388
6121 Extra Duty Pay/Overtime -- Support Personnel	-	1,106	-	1,106
6129 Salaries or Wages for Support Personnel	25,172	16,595	-	41,767
6139 Employee Allowances	-	-	-	-
6141 Social Security/Medicare	3,280	-	-	3,280
6142 Group Health and Life Insurance	36,645	-	-	36,645
6143 Workers' Compensation	-	-	-	-
6145 Unemployment Compensation	697	-	-	697
6146 Teacher Retirement/TRS Care	-	-	-	-
6149 Employee Benefits	-	-	-	-
Total Payroll Costs	\$ 500,173	\$ 219,711	\$ -	\$ 719,884
6200 Professional and Contracted Services				
6211 Legal Services	750	-	-	750
6212 Audit Services	7,000	-	-	7,000
6219 Professional Services	6,238	21,943	-	28,181
6221 Staff Tuition and Related Fees -- Higher Education	-	-	-	-
6222 Student Tuition -- Public Schools	-	-	-	-
6223 Student Tuition -- Other than Public Schools	-	-	-	-
6229 Tuition and Transfer Payments	-	-	-	-

APPLICATION

KIPP Aspire Academy
Schedule of Estimated Expenses

Budget for the Fiscal Year Ended

08/31/2005

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
6239 Education Service Center Services	-	-	-	-
6249 Contracted Maintenance and Repair	18,500	-	-	18,500
6259 Utilities	36,430	4,704	-	41,134
6269 Rentals -- Operating Leases	33,458	-	-	33,458
6299 Miscellaneous Contracted Services	-	-	-	-
Total Professional and Contracted Services	<u>\$ 102,376</u>	<u>\$ 26,647</u>	<u>\$ -</u>	<u>\$ 129,023</u>
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (Including Buses)	-	-	-	-
6319 Supplies for Maintenance and/or Operations	6,000	-	-	6,000
6321 Textbooks	-	-	-	-
6329 Reading Materials	598	3,296	-	3,893
6339 Testing Materials	148	2,472	-	2,620
6341 Food	26,922	132,291	-	159,212
6342 Non-Food	-	-	-	-
6343 Items for Sale	-	-	-	-
6344 USDA Donated Commodities	-	-	-	-
6349 Food Service Supplies	-	-	-	-
6399 General Supplies	2,163	112,000	-	114,163
Total Supplies and Materials	<u>\$ 35,831</u>	<u>\$ 250,058</u>	<u>\$ -</u>	<u>\$ 285,889</u>
6400 Other Operating Costs				
6411 Travel and Subsistence -- Employee Only	-	-	-	-
6412 Travel and Subsistence -- Students	-	-	-	-

APPLICATION

KIPP Aspire Academy
Schedule of Estimated Expenses

Budget for the Fiscal Year Ended

08/31/2005

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
6413 Stipends -- Non-Employees	-	-	-	-
6419 Travel and Subsistence -- Non-Employees	-	-	-	-
6429 Insurance and Bonding Costs	25,716	-	-	25,716
6449 Depreciation Expense	-	-	-	-
6494 Reclassified Transportation Expenses	38,555	165,600	-	204,155
6499 Miscellaneous Operating Costs	742	-	-	742
Total Other Operating Costs	<u>\$ 65,013</u>	<u>\$ 165,600</u>	<u>\$ -</u>	<u>\$ 230,613</u>
6500 Debt Expense				
6521 Interest on Bonds	-	-	-	-
6522 Capital Lease Interest	-	-	-	-
6523 Interest on Debt	-	-	-	-
6529 Interest Expenses	-	-	-	-
6599 Other Debt Fees	515	-	-	515
Total Debt Expense	<u>\$ 515</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 515</u>
Total Estimated Expenses	<u><u>\$ 703,907</u></u>	<u><u>\$ 662,016</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,365,923</u></u>

KIPP Aspire Academy**Summary of Estimated Revenues and Expenses**

Budget for the Fiscal Year Ended

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ 6,134	\$ -	\$ -	\$ 6,134
Estimated Revenues:				
5700 Local Sources	-	45,630	-	45,630
5800 State Sources	1,215,000	374,696	-	1,589,696
5900 Federal Sources	-	487,953	-	487,953
Other Sources	-	-	-	-
Total Estimated Revenues	\$ 1,215,000	\$ 908,278	\$ -	\$ 2,123,278
Estimated Expenses:				
6100 Payroll Costs	760,124	309,847	-	1,069,972
6200 Professional and Contracted Services	131,482	42,576	-	174,058
6300 Supplies and Materials	60,230	345,705	-	405,934
6400 Other Operating Costs	95,588	210,150	-	305,738
6500 Debt Expense	530	-	-	530
Total Estimated Expenses	\$ 1,047,954	\$ 908,278	\$ -	\$ 1,956,232
Change in Net Assets	\$ 167,046	\$ -	\$ -	\$ 167,046
Net Assets at End of Year	\$ 173,180	\$ -	\$ -	\$ 173,180

KIPP Aspire Academy

Schedule of Net Assets at Beginning of Year

Budget for the Fiscal Year Ended

08/31/2006

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Balance from Startup	6,134	-	-	6,134
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
Net Assets at Beginning of Year	<u>\$ 6,134</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,134</u>

KIPP Aspire Academy

Schedule of Local Revenues

Budget for the Fiscal Year Ended

08/31/2006

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total 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	-	-	-	-
		-	-	-	-
		-	-	-	-
5751	Food Service Activity	-	26,730	-	26,730
5752	Athletic Activities	-	-	-	-
5753	Extracurricular/Cocurricular Activities Other than Athletics	-	18,900	-	18,900
5759	Cocurricular, Enterprising Services or Activities	-	-	-	-
		-	-	-	-
		-	-	-	-
5769	Miscellaneous Revenues from Intermediate Sources	-	-	-	-
		-	-	-	-
		-	-	-	-
	Total Local Revenues	\$ -	\$ 45,630	\$ -	\$ 45,630

APPLICATION

KIPP Aspire Academy
Schedule of State Revenues

Budget for the Fiscal Year Ended

08/31/2006

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5811	Per Capita Apportionment	1,215,000	-	-	1,215,000
5812	Foundation School Program Act Entitlements	-	-	-	-
5813	Foundation School Program Act Incentive Aid	-	-	-	-
5819	Other Foundation School Program Act Revenues	-	-	-	-
5829	State Program Revenues Distributed by Texas Education Agency	-	374,696	-	374,696
5839	State Revenues from State of Texas Government Agencies	-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
	Total State Revenues	<u>\$ 1,215,000</u>	<u>\$ 374,696</u>	<u>\$ -</u>	<u>\$ 1,589,696</u>

APPLICATION

KIPP Aspire Academy

Schedule of Federal Revenues

Budget for the Fiscal Year Ended

08/31/2006

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5919	Federal Revenues Distributed Through Government Entities Other than State or Federal Agencies	-	-	-	-
		-	-	-	-
		-	-	-	-
5921	School Breakfast Program	-	54,600	-	54,600
5922	National School Lunch Program	-	100,178	-	100,178
5923	United States Department of Agriculture (USDA) Donated Commodities	-	-	-	-
5929	Federal Revenues Distributed by Texas Education Agency				
	National Afterschool Snack Program	-	27,062	-	27,062
	Title I Program	-	131,112	-	131,112
	Title Vb Charter School Grant (Old Title X)	-	175,000	-	175,000
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	-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
	Total Federal Revenues	\$ -	\$ 487,953	\$ -	\$ 487,953

APPLICATION

KIPP Aspire Academy
Schedule of Other Sources

Budget for the Fiscal Year Ended

08/31/2006

Description of Other Sources of Revenue	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
Total Other Sources	\$ -	\$ -	\$ -	\$ -

KIPP Aspire Academy
Schedule of Estimated Expenses

Budget for the Fiscal Year Ended

08/31/2006

	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	662,889	303,292	-	966,181
6121 Extra Duty Pay/Overtime -- Support Personnel	1,500	-	-	1,500
6129 Salaries or Wages for Support Personnel	27,991	6,556	-	34,546
6139 Employee Allowances	-	-	-	-
6141 Social Security/Medicare	6,819	-	-	6,819
6142 Group Health and Life Insurance	60,150	-	-	60,150
6143 Workers' Compensation	-	-	-	-
6145 Unemployment Compensation	775	-	-	775
6146 Teacher Retirement/TRS Care	-	-	-	-
6149 Employee Benefits	-	-	-	-
Total Payroll Costs	<u>\$ 760,124</u>	<u>\$ 309,847</u>	<u>\$ -</u>	<u>\$ 1,069,972</u>
6200 Professional and Contracted Services				
6211 Legal Services	773	-	-	773
6212 Audit Services	7,210	-	-	7,210
6219 Professional Services	6,398	42,576	-	48,974
6221 Staff Tuition and Related Fees -- Higher Education	-	-	-	-
6222 Student Tuition -- Public Schools	-	-	-	-
6223 Student Tuition -- Other than Public Schools	-	-	-	-
6229 Tuition and Transfer Payments	-	-	-	-

APPLICATION

KIPP Aspire Academy
Schedule of Estimated Expenses

Budget for the Fiscal Year Ended

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
6239 Education Service Center Services	-	-	-	-
6249 Contracted Maintenance and Repair	19,055	-	-	19,055
6259 Utilities	46,227	-	-	46,227
6269 Rentals -- Operating Leases	51,819	-	-	51,819
6299 Miscellaneous Contracted Services	-	-	-	-
Total Professional and Contracted Services	\$ 131,482	\$ 42,576	\$ -	\$ 174,058
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (Including Buses)	-	-	-	-
6319 Supplies for Maintenance and/or Operations	8,000	-	-	8,000
6321 Textbooks	-	-	-	-
6329 Reading Materials	0	5,444	-	5,444
6339 Testing Materials	3,520	-	-	3,520
6341 Food	34,906	208,570	-	243,477
6342 Non-Food	-	-	-	-
6343 Items for Sale	-	-	-	-
6344 USDA Donated Commodities	-	-	-	-
6349 Food Service Supplies	-	-	-	-
6399 General Supplies	13,803	131,690	-	145,493
Total Supplies and Materials	\$ 60,230	\$ 345,705	\$ -	\$ 405,934
6400 Other Operating Costs				
6411 Travel and Subsistence -- Employee Only	-	-	-	-
6412 Travel and Subsistence -- Students	-	-	-	-

APPLICATION

KIPP Aspire Academy
Schedule of Estimated Expenses

Budget for the Fiscal Year Ended

08/31/2006

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
6413 Stipends -- Non-Employees	-	-	-	-
6419 Travel and Subsistence -- Non-Employees	-	-	-	-
6429 Insurance and Bonding Costs	35,000	-	-	35,000
6449 Depreciation Expense	-	-	-	-
6494 Reclassified Transportation Expenses	59,506	210,150	-	269,656
6499 Miscellaneous Operating Costs	1,082	-	-	1,082
Total Other Operating Costs	<u>\$ 95,588</u>	<u>\$ 210,150</u>	<u>\$ -</u>	<u>\$ 305,738</u>
6500 Debt Expense				
6521 Interest on Bonds	-	-	-	-
6522 Capital Lease Interest	-	-	-	-
6523 Interest on Debt	-	-	-	-
6529 Interest Expenses	-	-	-	-
6599 Other Debt Fees	530	-	-	530
Total Debt Expense	<u>\$ 530</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 530</u>
Total Estimated Expenses	<u><u>\$ 1,047,954</u></u>	<u><u>\$ 908,278</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,956,232</u></u>

APPLICATION

KIPP Aspire Academy**Summary of Estimated Revenues and Expenses**

Budget for the Fiscal Year Ended

08/31/2007

	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Net Assets at Beginning of Year	\$ 173,180	\$ -	\$ -	\$ 173,180
Estimated Revenues:				
5700 Local Sources	-	60,030	-	60,030
5800 State Sources	1,620,000	475,421	-	2,095,421
5900 Federal Sources	-	429,788	-	429,788
Other Sources	-	-	-	-
Total Estimated Revenues	\$ 1,620,000	\$ 965,239	\$ -	\$ 2,585,239
Estimated Expenses:				
6100 Payroll Costs	1,091,029	294,299	-	1,385,328
6200 Professional and Contracted Services	147,378	43,377	-	190,756
6300 Supplies and Materials	57,376	467,362	-	524,738
6400 Other Operating Costs	237,345	160,200	-	397,545
6500 Debt Expense	546	-	-	546
Total Estimated Expenses	\$ 1,533,674	\$ 965,239	\$ -	\$ 2,498,913
Change in Net Assets	\$ 86,326	\$ -	\$ -	\$ 86,326
Net Assets at End of Year	<u>\$ 259,506</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 259,506</u>

KIPP Aspire Academy

Schedule of Net Assets at Beginning of Year

Budget for the Fiscal Year Ended

08/31/2007

Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
Balance from Startup	173,180	-	-	173,180
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
Net Assets at Beginning of Year	<u>\$ 173,180</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 173,180</u>

APPLICATION

KIPP Aspire Academy

Schedule of Local Revenues

Budget for the Fiscal Year Ended

08/31/2007

Revenue Cqde	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total 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	-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
5751	Food Service Activity	-	34,830	-	34,830
5752	Athletic Activities	-	-	-	-
5753	Extracurricular/Cocurricular Activities Other than Athletics	-	25,200	-	25,200
5759	Cocurricular, Enterprising Services or Activities	-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
5769	Miscellaneous Revenues from Intermediate Sources	-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
	Total Local Revenues	\$ -	\$ 60,030	\$ -	\$ 60,030

APPLICATION

KIPP Aspire Academy

Schedule of State Revenues

Budget for the Fiscal Year Ended

08/31/2007

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5811	Per Capita Apportionment	1,620,000	-	-	1,620,000
5812	Foundation School Program Act Entitlements	-	-	-	-
5813	Foundation School Program Act Incentive Aid	-	-	-	-
5819	Other Foundation School Program Act Revenues	-	-	-	-
5829	State Program Revenues Distributed by Texas Education Agency	-	475,421	-	475,421
5839	State Revenues from State of Texas Government Agencies	-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
	Total State Revenues	<u>\$ 1,620,000</u>	<u>\$ 475,421</u>	<u>\$ -</u>	<u>\$ 2,095,421</u>

KIPP Aspire Academy

Schedule of Federal Revenues

Budget for the Fiscal Year Ended

08/31/2007

Revenue Code	Description of Net Assets	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
5919	Federal Revenues Distributed Through Government Entities Other than State or Federal Agencies	-	-	-	-
		-	-	-	-
		-	-	-	-
5921	School Breakfast Program	-	74,983	-	74,983
5922	National School Lunch Program	-	137,578	-	137,578
5923	United States Department of Agriculture (USDA) Donated Commodities	-	-	-	-
5929	Federal Revenues Distributed by Texas Education Agency				
	National Afterschool Snack Program	-	37,166	-	37,166
	Title I Program	-	180,061	-	180,061
		-	-	-	-
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	-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
	Total Federal Revenues	\$ -	\$ 429,788	\$ -	\$ 429,788

APPLICATION

KIPP Aspire Academy

Schedule of Other Sources

Budget for the Fiscal Year Ended

08/31/2007

Description of Other Sources of Revenue	Unrestricted Net Assets	Temporarily Restricted Net Assets	Permanently Restricted Net Assets	Total Net Assets
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
Total Other Sources	\$ -	\$ -	\$ -	\$ -

APPLICATION

KIPP Aspire Academy
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	-	-	-	-
6119 Salaries or Wages -- Teachers and Other Professional Personnel	970,685	\$275,376	-	1,246,062
6121 Extra Duty Pay/Overtime -- Support Personnel	2,000	-	-	2,000
6129 Salaries or Wages for Support Personnel	36,329	18,923	-	55,252
6139 Employee Allowances	-	-	-	-
6141 Social Security/Medicare	8,563	-	-	8,563
6142 Group Health and Life Insurance	72,445	-	-	72,445
6143 Workers' Compensation	-	-	-	-
6145 Unemployment Compensation	1,006	-	-	1,006
6146 Teacher Retirement/TRS Care	-	-	-	-
6149 Employee Benefits	-	-	-	-
Total Payroll Costs	<u>\$ 1,091,029</u>	<u>\$ 294,299</u>	<u>\$ -</u>	<u>\$ 1,385,328</u>
6200 Professional and Contracted Services				
6211 Legal Services	796	-	-	796
6212 Audit Services	7,426	-	-	7,426
6219 Professional Services	4,777	43,377	-	48,154
6221 Staff Tuition and Related Fees -- Higher Education	-	-	-	-
6222 Student Tuition -- Public Schools	-	-	-	-
6223 Student Tuition -- Other than Public Schools	-	-	-	-
6229 Tuition and Transfer Payments	-	-	-	-

APPLICATION

KIPP Aspire Academy
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
6239 Education Service Center Services	-	-	-	-
6249 Contracted Maintenance and Repair	19,421	-	-	19,421
6259 Utilities	53,025	-	-	53,025
6269 Rentals -- Operating Leases	61,934	-	-	61,934
6299 Miscellaneous Contracted Services	-	-	-	-
Total Professional and Contracted Services	<u>\$ 147,378</u>	<u>\$ 43,377</u>	<u>\$ -</u>	<u>\$ 190,756</u>
6300 Supplies and Materials				
6311 Gasoline and Other Fuels for Vehicles (Including Buses)	-	-	-	-
6319 Supplies for Maintenance and/or Operations	10,000	-	-	10,000
6321 Textbooks	-	-	-	-
6329 Reading Materials	499	5,402	-	5,901
6339 Testing Materials	618	5,402	-	6,020
6341 Food	42,933	284,558	-	327,490
6342 Non-Food	-	-	-	-
6343 Items for Sale	-	-	-	-
6344 USDA Donated Commodities	-	-	-	-
6349 Food Service Supplies	-	-	-	-
6399 General Supplies	3,326	172,001	-	175,327
Total Supplies and Materials	<u>\$ 57,376</u>	<u>\$ 467,362</u>	<u>\$ -</u>	<u>\$ 524,738</u>
6400 Other Operating Costs				
6411 Travel and Subsistence -- Employee Only	-	-	-	-
6412 Travel and Subsistence -- Students	-	-	-	-

KIPP Aspire Academy
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
6413 Stipends -- Non-Employees	-	-	-	-
6419 Travel and Subsistence -- Non-Employees	-	-	-	-
6429 Insurance and Bonding Costs	36,050	-	-	36,050
6449 Depreciation Expense	-	-	-	-
6494 Reclassified Transportation Expenses	200,049	160,200	-	360,249
6499 Miscellaneous Operating Costs	1,246	-	-	1,246
Total Other Operating Costs	<u>\$ 237,345</u>	<u>\$ 160,200</u>	<u>\$ -</u>	<u>\$ 397,545</u>
6500 Debt Expense				
6521 Interest on Bonds	-	-	-	-
6522 Capital Lease Interest	-	-	-	-
6523 Interest on Debt	-	-	-	-
6529 Interest Expenses	-	-	-	-
6599 Other Debt Fees	546	-	-	546
Total Debt Expense	<u>\$ 546</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 546</u>
Total Estimated Expenses	<u><u>\$ 1,533,674</u></u>	<u><u>\$ 965,239</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 2,498,913</u></u>

APPLICATION

Attachment 19

Accounting Policies and Business Procedures Handbook

Attachment 19**Accounting Policies and Business Procedures Handbook**

The following Accounting Policies and Business Procedures Handbook is a sample from one of the existing KIPP Schools based on a model developed in Massachusetts.

KIPP Aspire Academy will adapt a version of the following Accounting Policies and Business Procedures Handbook to ensure that it complies with the TEA's Special Supplement to the Financial Accountability System Resource Guide for Charter Schools.

KEY ACADEMY INTERNAL CONTROLS

Fiscal Policies and Procedures Guide¹

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¹ Commonwealth of Massachusetts Charter School Recommended Fiscal Policies and Procedures Guide, March 2001.

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100 INTRODUCTION

The District of Columbia enacted DC Laws Chapter, Education Reform Act, which authorized the establishment of Charter Schools within the District and required the submission of an annual report to the Charter Agency. Additionally, the Act required the Charter Schools to keep an accurate account of all its activities and provide for an annual independent audit of its financial statements.

As a result, KEY Academy has developed this *Fiscal Policies and Procedure Guide (the Guide)* to provide the school with a resource of recommended fiscal policies and procedures.

101 Scope And Organization

The *Guide* contains two sections, PART I contains the recommended policies and Part II contains the recommended procedures. The format of each section is as follows:

PART I - RECOMMENDED POLICIES

Section 100 Introduction -- provides a description of the purpose of the *Guide* and its organization.

Section 200 Internal Control Policies -- describes the Charter School's systems and controls in place to safeguard the assets of the School.

Section 300 Financial Management Policies - sets forth policies for the operation of the financial management structure of the Charter School.

Section 400 Accounting for Assets, Liabilities and Fund Equity- establishes policies for accounting for the Charter School's assets, liabilities and fund equity.

Section 500 Support and Revenue Policies - reflects when and how to recognize income provided from various sources.

Section 700 Property Management Policies - presents policies and practices over the identification, control and disposition of Federal government and school-owned property, equipment and materials.

Section 800 Procurement Policies - sets forth policies for procuring goods and services.

Section 900 Travel Policies - set forth policies for business related travel.

Section 1000 Consultants and Independent Contractors - presents policies and practices governing consultant and independent contractors.

PART II – RECOMMENDED PROCEDURES

Section 1100 General Accounting Procedures – describes the overall accounting system design.

Section 1200 Cash Management Procedures – describes the cash receipts, disbursements, petty cash and prepaid systems.

Section 1300 Grant Receivable Procedures – describes the revenue recognition, invoicing, and receivables.

Section 1400 Payroll Procedures – describes the payroll and personnel procedures.

Section 1500 Property and Equipment Procedures – describes the acquisition depreciation, disposal and inventory of fixed assets.

Section 1600 Accounts Payable Procedures – describes the recording, purchasing, reimbursement of accounts payables.

Section 1700 Other Liabilities Procedures – describes the accrued expense procedures.

Section 1800 Management Reporting Procedures – describes the budgeting, financial reporting and tax compliance procedures.

102 Purpose Of Guide

A. The *Guide* provides recommendations, that when modified to meet the individual school's needs can become the official document for the accounting and administrative functions conducted by the Charter School. The *Guide* can and should be modified where the Charter School deems appropriate.

B. The *Guide* can provide detailed information on the accounting policies of the Charter School and the administration of various grants and contracts. This *Guide* can also provide guidance to the School in the application of various Federal and District laws and regulations for grants awarded by the U.S. Government and other funding sources.

C. The *Guide* should be used in conjunction with and referenced to the Charter School's existing personnel policy manual, job descriptions and other policy manuals maintained by the school.

103 Amending The Guide

This *Guide* contains the essential fiscal policies and procedures of the Charter School, as of the date of promulgation. From time to time, as additional matters require or changes to this *Guide* are appropriate, management of the Charter School should amend this *Guide*.

200 INTERNAL CONTROL POLICIES

201 Introduction

Internal control policies provide the Charter School with the foundation to properly safeguard its assets, implement management's internal policies, provide compliance with state and federal laws and regulations and produce timely and accurate financial information. Additionally, as a publicly supported entity, the Charter School has additional responsibilities to ensure the public's confidence and the integrity of the School's activities. The following policies will highlight some of the areas of internal controls, which KEY Academy should consider:

202 Compliance With Laws

The Charter School will follow all the relevant laws and regulations that govern the Charter Schools within the District of Columbia. Additionally, any Federal

Government laws and regulations that relate to grant funding will be adopted as the grant funding is received. The following are specific policies of the Charter School:

A. Political Contributions

No funds or assets of the Charter School may be contributed to any political party or organization or to any individual who either holds public office or is a candidate for public office. The direct or indirect use of any funds or other assets of the Charter School for political contributions in any form, whether in cash or other property, services, or the use of facilities, is strictly prohibited. The Charter School also cannot be involved with any committee or other organization that raises funds for political purposes.

Following are examples of prohibited activities

1. Contributions by an employee that are reimbursed through expense accounts or in other ways.
2. Purchase by the organization of tickets for political fundraising events.
3. Contributions in kind, such as lending employees to political parties or using the School assets in political campaigns.

B. Record Keeping

To provide an accurate and auditable record of all financial transactions, the School's books, records, and accounts are maintained in conformity with generally accepted accounting principles as required by the District's statutes, applicable to Charter Schools. Further, the School specifically requires that:

1. No funds or accounts may be established or maintained for purposes that are not fully and accurately described within the books and records of the Charter School.
2. Receipts and disbursements must be fully and accurately described in the books and records.
3. No false entries may be made on the books or records nor any false or misleading reports issued.
4. Payments may be made only to the contracting party and only for the actual services rendered or products delivered. No false or fictitious invoices may be paid.

203 Organizational Conflict Of Interest Or Self-Dealing (Related Parties)

The Charter School will adhere to all conflict of interest laws and disclosures. Additionally, it may not be operated for the benefit of an affiliated or unaffiliated organization or an individual in his or her own private capacity or individuals related to the Charter School or members of its management, unless the private benefit is considered merely incidental. This private benefit preclusion will extend to:

- A. Sale or exchange, or leasing, of property between the agency and an affiliated or unaffiliated organization or a private or related individual.
- B. Lending of money or other extension of credit between an agency and an affiliated or unaffiliated organization or a private or related individual.
- C. Furnishing of goods, services or facilities between the agency and an affiliated or unaffiliated organization or a private or related individual.
- D. Payment of compensation, unless authorized by the Board of Trustees or its governing body, by the School to an affiliated or unaffiliated organization or a private or related individual.

E. Transfer to, use by, or for the benefit of a private or related individual of the income or assets of the School.

Thus, the Charter School will be guided by the principle of arms-length standards with all affiliated or unaffiliated organizations or with a private or related individual(s). Annually, the Board of Trustees will file a financial disclosure form as required by District Laws. Related party transactions shall include transactions between a school and members of the board, management, contracted management organization, employees, related individuals and affiliated companies. Related individuals within the scope of this definition include spouses, parents, children, spouses of children, grandchildren, siblings, father in law, mother in law, sister in law and brother in law of a board member or school employee.

204 Board Of Trustees Authorities

The Board of Trustees shall have the sole authority to approve and will incorporate into its own minutes such matters as (i) change of the School's name, with District pre-approval (ii) adoption of the annual operating and capital budgets, (iii) selection or termination of key employees (iv) key employees salary and salary changes, (v) incurrence of debt, mortgages or other encumbrances and their covenants and restrictions, within the terms of the charter (vi) investment policies, (vii) depository and investment banks, (viii) purchase or sale of property (ix) opening up or closing checking or savings accounts, and (x) selection of the Charter School's certified public accountants and (xi) other activities associated with the operations of the Charter School.

The Board of Trustees will meet monthly to ensure that its fiduciary duty is maintained. The Board will review the following: prior meeting minutes, business items, educational items, subcommittee reports, Charter Leader report, new business and other items. See *Appendix C* for sample Agenda of the Board meeting. For specific guidance on the regulatory and statutory obligations of a Board of Trustees, please refer to the Department of Education's publication, *The Blue Book: An Overview of the Laws and Regulations that Charter Schools Need to Know*.

205 Signature Authorities

To properly segregate duties within the Charter School, the President, the Treasurer of the Board and the Charter Leader/ Director are the only individuals with signatory authority and are responsible for authorizing all cash transactions. Individual checks greater than \$7,500 will require dual signatures prior to check issuance.

206 Government Access to Records

The Business Manager will provide access to the organization's records to the Comptroller General or his designee and provide supporting records, as requested by government auditors to facilitate the completion of such audits or reviews, in a timely manner.

207 Security of Financial Data

- A. The School's accounting software should be reviewed to ensure that general and application controls to unauthorized access to data is precluded (i.e. proper password protection and authorizations for inquiry or browse only functions.)
- B. The system's accounting data must be backed up daily by the Business Manager to ensure the recoverability of financial information in case of hardware failure. The back up should be stored in a fire safe area and properly secured.
- C. All other financial data, petty cash box, unused checks and unclaimed checks will be secured by the Business Manager from unauthorized access.

208 Security of School Documents

Originals of the following corporate documents are maintained and their presence is verified on a periodic basis:

- A. Charter and all related amendments
- B. Minutes of the Board of Trustees and subcommittees
- C. Banking agreements
- D. Leases
- E. Insurance policies
- F. Vendor invoices
- G. Grant and contract agreements
- H. Fixed asset inventory list

209 Use of School Assets

- A. No employee may use any of the School property, equipment, material or supplies for personal use without the prior approval of the Business Manager or Charter Leader.

210 Use Of School Credit Cards

- A. Charter School credit cards should only be issued with the formal approval of the Board of Trustee and with proper justification. The cost/benefit to the Charter School should be fully reviewed to ensure that no other method is appropriate. If credit cards are issued they should be assigned to certain Charter School employees and should be used only for school-related expenditures. All charges must be supported by invoices or travel reports to be eligible for payment by the Charter School.
- B. Monthly credit card statements are reconciled to invoices and travel reports and are approved by Charter Leader, unless not deemed independent than the approval would be by the Business Manager.

300 FINANCIAL MANAGEMENT POLICIES

KEY Academy is a component unit of the District of Columbia and is granted a charter by the Board of Education of the District of Columbia under DC Chapter XX, Section

XX. As such the accounting policies and financial reporting adopted should be consistent with a special purpose governmental unit that operates as a business activity.

301 Basis Of Accounting

The Charter School will maintain their accounting records and related financial reports on the accrual basis of accounting.

302 Accounting Policies

The accounting policies and financial reporting adopted are consistent with the special purpose governmental unit requirements of the Governmental Accounting Standards Board (GASB), including Statement of Governmental Accounting Standards No. 34 – *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*. GASB is the recognized standard setting body for establishing governmental accounting and financial reporting principles.

303 Basis of Presentation

The accounts of the Charter School are organized on a basis of a *Business-type Activity*, which is considered to be a separate accounting entity. The operations of the fund are accounted for by providing a separate set of self-balancing accounts, which comprise its assets, liabilities, net assets, revenues and expenditures. The Charter School uses the following fund:

Enterprise Fund - This fund of the Charter School is used to account for all financial resources associated with the operation of the school. In addition, all activities relating to Student Activities should be separately identified and recorded within this fund.

304 Revenues

Under the accrual basis of accounting, revenues recognized when earned.

305 Expenditures

Under the accrual basis of accounting, expenses are recognized when services are incurred or goods are received.

306 Incurred Costs

For the purpose of invoicing funding sources for allowable costs under cost reimbursement contracts, the term "costs incurred" is defined as follows:

A. Costs related to items or services incurred directly for the contract and received at the time of the request for reimbursement and is not specifically disallowed by the funding source.

B. A schedule of aged accounts and grants receivable is prepared monthly and reviewed by the Business Manager for collection. Appropriate collection procedures are initiated, if necessary.

307 Cash Management

A. The School maintains cash accounts at the following banks:

1. Payroll- RIGGS
2. Operating – RIGGS

308 Grants Receivable Aging Criteria

Accounts receivable outstanding are aged on a thirty, sixty, ninety, and over-ninety day basis.

309 Grant/Contract Invoicing

A. All invoices are submitted to the funding sources by dates specified in the grant or contract agreement.

B. The invoicing format is that specified by the funding source.

310 Budgets

A. The Charter School prepares an annual operating budget of revenues and expenses, a cash flow projection, and a capital budget. These budgets and projection are reviewed and approved by the Board of Trustees, at the annual meeting in May and modified, as necessary.

B. Financial statements displaying budget vs. actual results are prepared by the Business Manager and reviewed by the Treasurer and presented to the Board of Trustees at each monthly board meeting.

311 Insurance And Bonding

A. The School maintains minimum levels of coverage, as deemed appropriate by the Board of Trustees, for the follow policies:

1. General liability
2. Business & personal property (including auto/bus)
3. Computer equipment
4. Workers' compensation
5. Personal injury liability
6. Fidelity Bond

B. The School requires proof of adequate insurance coverage from all prospective contractors, as deemed applicable by the Board of Trustees.

312 Record Retention And Disposal

A. Records are maintained for the following indicated minimum periods:

1. Books, records, documents and other supporting evidence including paid, cancelled or voided checks, accounts payable records, vendors' invoices, payroll sheets and registers of salaries and wages, tax withholding statements, employees' timesheets and other public documents are retained for seven years after the original entry date.

B. The following records supporting Federal contracts, as required by U.S. Office of Management and Budget are retained for the indicated minimum periods:

1. For three years after submission of the final report of expenditures: general ledger, trial balance, accounts payable and accounts receivable ledger, payroll register, and petty cash book, check register and checks, invoices. Except for : a) If any litigation, claim, or audit is started before the expiration of the 3- year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

b) Records for real property and equipment acquired with Federal funds shall be retained for 3 years after final disposition.

2. Permanently: Audit reports, annual corporate reports, charter, board minutes, tax and legal correspondence, labor contracts, insurance claims and policies, and retirement and pension records.

C. The disposal date determined under this policy is the end of the fiscal year, or the date of final payment of government grants.

D. All records not supporting government grants or otherwise covered by rules of the Internal Revenue Service are retained for three years from the end of the fiscal year in which the records were originally prepared.

E. All financial records are maintained in chronological order, organized by fiscal year.

F. In connection with the disposal of any records, a memorandum of record disposal is prepared by the Business Manager listing the record or the class of records disposed of. The Board of Trustees certifies this memorandum of records disposal.

313 Financial Reporting

The Business Manager maintains supporting records in sufficient detail to prepare the School's financial reports, including:

A. Annually:

1. Financial statements for audit
2. Annual budget

B. Monthly:

1. Trial balance
2. Internally generated budget vs. actual financial statements
3. Billing invoices to funding sources
4. Updating the cash flow projection

C. Periodically:

1. IRS Forms 941 and payroll tax returns and comparable state taxing authority returns
2. Other reports upon request

314 Audit

The Board of Trustees arranges annually for a qualified certified public accounting firm to conduct an audit of the Charter School's financial statements in accordance with *Government Auditing Standards* and the *Governmental Accounting Standards Board*.

315 Audit/Finance Committee

The Board of Trustees appoints an audit/finance subcommittee. This subcommittee will nominate the independent auditor and review the scope and results of the audit. The audit/finance subcommittee also receives notice of any consequential irregularities and management letter comments that the auditor noted during the engagement. Additionally, the subcommittee will develop a corrective action plan to address all relevant weaknesses noted by the auditor. The audit/finance subcommittee will also review all financial information of the Charter School and provide recommendations to the Board of Trustees.

316 Chart Of Accounts

The chart of accounts of the School are noted in *Appendix A*, as adopted and modified from recommendation contained in the report of the Auditor of the District of Columbia, dated June, 2000.

400 POLICIES RELATED TO ASSETS, LIABILITIES AND FUND EQUITY

401 ASSETS

402 Bank Accounts

A. Bank accounts for the indicated purpose and limitation(s) have been authorized by the Board of Trustees of the School at the indicated Federal Deposit Insurance Corporation (FDIC)-insured banks :

Name of Bank Purpose/Limitation of Account

Riggs Checking Accounts-Interest Bearing

Riggs Checking Accounts-Non- Interest Bearing

403 Petty Cash Payments

A. Petty cash payments are made from a fund not to exceed \$150, and should be for cash advances, local expense reimbursement and small-dollar vendor purchases, provided proper documentation is furnished with each request. No individual payment shall be greater than \$75.

B. The petty cash account is balanced on a monthly basis by the petty cash custodian. The replenishment check is made out to "(Custodian's name) - *Petty Cash Custodian*" on an as needed basis.

404 Criteria For Recording Equipment In The Enterprise Fund

A. All tangible personal property with a useful life of more than one year and a unit acquisition cost of \$5,000 or more, is capitalized in the Enterprise Fund. Depreciation associated with the fixed asset will be calculated based on its useful life and straightline depreciation method. The depreciation expense will be recorded in the Enterprise Fund.

405 Impairment Of Assets

A recognized impairment of an asset is reflected when circumstances warrant. The appropriate adjustment is made to the Enterprise Fund for any impaired assets, accompanied by a description of the impaired asset and the measurement assumptions used in determining the impairment. All impairments should be reported to the Board of Trustees for approval of the adjustment to the fixed asset subsidiary.

406 Betterments

Expenditures for significant betterments of existing leased/owned properties are recorded in the Enterprise Fund at cost. Maintenance and repairs are expensed as incurred. Depreciation associated with the betterment will be calculated based on its useful life and straight-line depreciation method. The depreciation expense will be recorded in the Enterprise Fund.

407 LIABILITIES AND FUND EQUITY

408 Accounts Payable

Only valid accounts payable transactions based on documented vendor invoices, receiving report or other approved documentation are recorded as accounts payable.

409 Accounts Payable Payment Policy

Vendors and suppliers are paid as their payment terms require, taking advantage of any discounts offered. If cash flow problems exist, payments are made on a greatest dependency/greatest need basis.

410 Accrued Liabilities

Salaries, wages earned, and payroll taxes, together with professional fees, rent, and insurance costs incurred, but unpaid, are reflected as a liability when entitlement to payment occurs.

411 Liability For Compensated Absences

A. Compensated absences arise from employees' absences from employment due to vacation leave. When the Charter School expects to pay an employee for such compensated absences, a liability for the estimated probable future payments is accrued if all of the following conditions are met:

1. The employee's right to receive compensation for the future absences is attributable to services already performed by the employee.
2. The employee's right to receive the compensation for the future absences is vested or accumulates.
3. It is probable that the compensation will be paid.
4. The amount of compensation is reasonably estimable.

B. Compensated absences not required to be paid upon employee termination is only recorded when paid.

412 Debt

A. When applicable, short-term debt consists of financing expected to be paid within one year of the date of the annual audited financial statements. Long-term debt consists of financing that is not expected to be repaid within one year and is recorded in the Enterprise Fund.

B. All short-term and long-term debt is approved by the Board of Trustees and may not exceed the duration of the charter, without consent of the Board of Education.

C. Loan agreements approved by the Board of Trustees should be in writing and should specify all applicable terms, including the purpose of the loan, the interest rate, and the repayment schedule.

413 NET ASSETS

Net Assets are recorded in the Enterprise Fund in accordance with generally accepted accounting principles applicable to special purpose governmental units.

500 REVENUE

501 Revenue Recognition

The School records revenue on the accrual basis of accounting, consistent with generally accepted accounting principles applicable to special purpose governmental units.

600 COST ACCOUNTING POLICIES

601 Consistency In Cost Accounting

Practices used by the Charter School in estimating costs in grant/contract proposals are consistent with its accounting practices used in accumulating and reporting costs.

Accounting practices used by the Charter School in accumulating and reporting actual costs

is consistent with its practices used in estimating costs in its grant and contract proposals.

602 Unallowable Costs

Costs expressly unallowable or mutually agreed to be unallowable, are identified in separate general ledger accounts and excluded from billings to a grant or contract with the respective funding source. Including, but not limited to, OMB Circular A-87 - *Cost Principles for State, Local and Indian Tribal Governments*, OMB Circular A-102 - *Grant and Cooperative Agreements with State and Local Governments*, OMB Circular A-133 - *Audits of State and Local Governments and Nonprofit Organizations*.

603 Separate Records Of Unallowable Costs

The Charter School maintains separate records of all expressly and mutually agreed unallowable costs.

604 Cost Accounting Period

The fiscal year of the Charter School is July 1st through June 30th. The same accounting period is used for all adjusting entries and accruals.

605 Gain Or Loss On Disposition Of Assets

Gains and losses from the sale or other disposition of property are recorded as revenue in the year in which they occur, and are reflected as such on the *Statement of Revenue, Expenditures and Changes in Net Assets*.

700 PROPERTY MANAGEMENT POLICIES*701 Property And Equipment*

A. The Charter School maintains detailed records of all government-furnished property and equipment, with an identification and segregation of property and equipment acquired through government contracts.

702 Identification Of Property

A. The Charter School tags all property upon receipt and records assigned numbers on all applicable documents and log pertaining to the property control system.

703 Record And Report Of Property

A. The School maintains records for every item of property in its possession, as follows:
1. Name and description

2. Serial number, model number, or other identification
3. Whether title vests with the Charter School or a governmental entity
4. Vendor name, acquisition date and cost
5. Location and condition of the equipment
6. Ultimate disposition data, including date of disposal and sales price or method of disposal

704 Physical Inventories

- A. The Charter School performs a physically inventory all property in its possession or control on an annual basis.
- B. The physical inventory records include each asset, the related control number, location, and a brief description of its condition.
- C. The physical inventory is reconciled to the detailed fixed asset subsidiary, and differences are investigated and reconciled.

705 Disposal Of Property And Equipment

- A. No item of property or equipment shall be removed from the premises without prior approval from the Business Manager.
- B. The School has adopted standard disposition procedures for Charter School staff to follow, which include a *Asset Disposal Form*, which identifies the asset, the reason for disposition, and signature of the requester. The form also allows for an identification of the asset's book value, condition of the asset, and supervisory approval or denial.
- C. When property is retired, the appropriate asset in the fixed asset subsidiary will be adjusted and properly reflected in the Enterprise Fund.

800 PROCUREMENT POLICIES

801 Procurement

The School procures only those items and services which are required to perform the mission and/or fill a bona fide need. Procurements are made using best value contracting which includes assessing the best value considering quality, performance and price. The state procurement methodology is not required to be followed by most Charter Schools, based on DOE Technical Advisory 98-1. However, the Charter School will use a competitive procurement, which requires sound business reasons for purchases less than \$1,000. The Charter School will select the best value by obtaining three written quotes for items greater than \$1,000 and less than \$5,000. Finally, a formal bid process will be used for items greater than \$5,000, in which three bids will be received and evaluated using a formal evaluation process.

- A. The School adheres to the following objectives:
 1. Procurements will be completely impartial based strictly on the merits of supplier and contractor proposals and applicable related considerations such as delivery, quantity, etc.
 2. Make all purchases in the best interests of the School and its funding sources.

3. Obtain quality supplies/services needed for delivery at the time and place required.
 4. Buy from responsible sources of supply.
 5. Obtain maximum value for all expenditures.
 6. Deal fairly and impartially with all vendors.
 7. Maintain dependable sources of supply.
 8. Be above suspicion of unethical behavior at all times; avoid any conflict of interest, related parties or even the appearance of a conflict of interest in the Charter School supplier relationships.
- B. The Charter School will execute a *Purchase Order* for all purchases and it shall be approved by the Business Manager for purchases less than \$5,000 and by the Charter Leader and the Business Manager for purchases greater than \$5,000.
- C. All lease agreements will be evidenced by a lease or sublease agreement approved by the Board of Trustees and signed by the Charter Leader. The agreement will identify all the terms and conditions of the lease. Any real estate agreement to rent or sell will require a beneficial interest disclosure.

900 TRAVEL POLICIES

901 Employee Mileage Reimbursement

- A. All employees are reimbursed at the standard mileage rate per mile as determined by the Internal Revenue Service for use of their own vehicle for business related travel. In addition, parking fees and tolls paid are reimbursable if supported by invoices.
- B. All employees requesting such mileage reimbursement are required to furnish a *Travel Report* containing the destination of each trip, its purpose and the miles driven, parking fees and tolls, within one month after the travel date, supported by invoices, if applicable.

1000 CONSULTANTS AND CONTRACTORS

1001 Consultant Utilization

The utilization of all consultants and contract personnel are sufficiently evidenced by:

- A. Details of all agreements (e.g., work requirements, rate of compensation, and nature and amount of other expenses, if any) with the individuals or organizations providing the services and details of actual services performed.
- B. Invoices or billings submitted by consultants, including sufficient detail as to the time expended and nature of the actual services performed.
- C. The use of a management contract for educational and administrative services will clearly identify the contractor's performance requirements, including students' academic achievement, contractor's compensation and the Charter School's rights to educational curricula and intellectual property developed. If the contract provides substantially all educational services then the contract will be approved by the Board of Education prior to signature by the Charter School.

1002 Independent Contractors

The use of consultants is closely monitored so as not to vary from the rules of the Internal Revenue Code. In particular, consultants will:

- A. Not be controlled as to what services will be performed and how these services will be performed. Consultants will not have set hours of work.
- B. Adhere to a precise contract scope of services, recomputed or at least adjusted annually. This consultant agreement will specify the obligation of the consultant to pay his or her own self-employment taxes, if applicable.
- C. Not receive any fringe benefits as such, although their fee may include provision for fringe benefits.
- D. Not be assigned a permanent workstation.
- E. Make their services available or work for a number of firms or persons at the same time.
- F. Will use his or her own stationery or time sheet in billing for services.

PART II INTRODUCTION

The following section of the *Guide* will provide procedures, which will support the policies contained in Part I of the *Guide*.

1100 - GENERAL ACCOUNTING PROCEDURES

In this section, procedures are described for the overall accounting system design, General Ledger

activity and General Ledger closeout for the Charter School.

OVERALL ACCOUNTING SYSTEM DESIGN*Control Objective*

To establish a coding structure that supports financial reporting and decision-making.

*Major Controls***A. Business Manager Involved in Designing the Chart of Accounts/Coding Structure**

To support the decision making, the Business Manager, along with assistance from additional resources, including the Board, management and outside consultants, should be involved from the outset in setting the chart of accounts/coding structure. The coding generally follows a four-digit general ledger account number followed by a two-digit department number, for grants or other funding to be accounted for separately. The structure is XXXX.XX and use *Appendix A* as a guide.

B. Establishment of Control Accounts

In order to perform reconciliations, subsidiary account detail (e.g. A/R, A/P listing) are aggregated to General Ledger control accounts.

C. Use of Contra Accounts

If necessary, the accounting structure provides for offsetting contra accounts (e.g. an allowance for doubtful accounts) to adjust historical cost to current levels for financial reporting purposes.

D. Segregation of Unallowable Costs

Accounts are established to capture and segregate unallowable costs.

GENERAL LEDGER ACTIVITY*Control Objective*

To ensure that all General Ledger entries are current, accurate and complete.

*Major Controls***A. Timeliness of Entries**

All entries are made soon after the underlying accounting event to ensure the financial records and reporting is current.

B. Support Documentation

All entries are supported by adequate documentation that clearly shows the justification and authorization for the transaction.

C. Audit Trail

A complete audit trail is maintained by the use of reference codes from source documentation through the books of original entry and General Ledger, to periodic reporting statements.

Procedures

1. Financial data on source documentation is verified against original documents (e.g., invoice, purchase order, etc.) by the Business Manager before entering into the accounting system.
2. Each entry in the accounting system is reviewed and approved by the Business Manager.
3. Provision is made for using recurring General Journal entries for certain transactions, such as recording the monthly portion of prepaid insurance.
4. Non-recurring entries, such as for correcting entries, recording accruals and recording non-cash transactions, are prepared as circumstances warrant and on a monthly basis.
5. All entries in the books of original entry (e.g., cash receipts journal and checkbook) are made soon after the accounting event from authorized forms, and are prepared and reviewed by qualified accounting personnel.
6. All General Journal entries are supported by General Journal Vouchers that have supporting documentation attached, and are approved by the Business Manager.

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GENERAL LEDGER CLOSE-OUT

Control Objective

To ensure the accuracy of financial records and reports.

Major Controls

A. Trial Balance

Monthly, a trial balance is prepared to ensure the accuracy of the General Ledger account balances.

B. Reconciliation of General Ledger Control Accounts with Subsidiary Ledgers

Reconciliations are prepared on a monthly basis.

Procedures

1. At the end of each month, a trial balance of all General Ledger accounts is prepared by the Business Manager.
2. Reconciliation between the General Ledger control accounts and the subsidiary ledgers are completed by the Staff Accountant or the Business Manager.
3. At fiscal year end and after the annual audit, all income and expense accounts are closed out, and the general ledger balances are agreed to the audited financial statements.

1200 - CASH MANAGEMENT PROCEDURES

In this section, procedures are described for cash receipts, cash disbursements, and petty cash funds and prepaid items.

CASH RECEIPTS

Control Objective

To record cash receipts completely and accurately and to prevent the diversion of cash assets.

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Major Controls

A. Cash Flow Projection

The Charter School annually prepares and updates monthly a cash flow projection for operations and capital cash needs to monitor and ensure adequate cash flow.

B. Cash Receipts Policies

The School has internal control systems in place to monitor cash receipts, and ensure that deposits are made in a timely manner. The School also uses electronic fund transfers to accelerate deposits.

C. Internal Accounting Controls

- (i) Opening of mail assigned to an employee with responsibilities independent of access to files or documents pertaining to accounts receivable or cash accounts.
- (ii) Listed receipts and credits compared to accounts receivable and bank deposits.
- (iii) General Ledger control accounts reconciled with Accounts Receivable Subsidiary Ledger

Procedures

A. General

1. Mail is opened by the Receptionist who sorts the checks and forwards them to the Staff Accountant, if applicable or Business Manager
2. All checks are restrictively endorsed immediately by the Staff Accountant, if applicable or Receptionist.
3. The Staff Accountant, if applicable or Business Manager prepares journal entries and deposit slips.
4. A copy of each check to be deposited in made and attached to copy of the deposit slip and filed to provide support for all deposits.
5. The Business Manager reviews and signs off on journal entries.
6. The Staff Accountant, if applicable or Business Manager inputs journal entries.
7. Either the Staff Accountant, if applicable or the Business Manager makes deposits on a daily or no later than on a weekly basis. If deposits are made other than daily, the deposit should be maintained in a secure area with limited access.
8. Reconciliation of cash receipts to deposit slips and bank statements are performed by the Business Manager or Treasurer on a monthly basis.

CASH DISBURSEMENTS

Control Objective

To disburse cash for authorized purposes and record cash disbursements completely and accurately.

Major Controls

A. Cash Disbursement Policies

Check preparation and signatures are delayed until the due date, consistent with available discounts if available.

B. Internal Accounting Controls

- (i) Pre-numbered checks and special check protective paper.
- (ii) Match disbursement records against accounts payable/open invoice files.
- (iii) Bank statements reconciled to cash accounts and any outstanding checks verified by either the Business Manager or the Staff Accountant, if applicable.
- (iv) Supporting documentation canceled to prevent resubmission for payment.
- (v) Detailed comparison of actual vs. budget disbursements on a periodic basis.
- (vi) Separation of duties to the extent possible for an organization the size of the School.

Procedures

1. When the transaction is complete and payment is due, a pre-numbered check is prepared by the Business Manager who attaches all supporting documentation: (e.g. vendor invoice, purchase order, purchase requisition, etc.) and submits the package to the Charter Leader or the Treasurer for approval.
2. All invoices submitted for signature will include approvals for payment, expense account charged, check number and date of payment.
3. The Charter Leader or the Treasurer signs checks, after examining the supporting documentation.
4. After having been signed, the checks are mailed directly to the payee by receptionist.
5. All supporting documents are canceled (i.e. stamped *PAID*) by the signatory and filed by Business Manager.
6. On a periodic basis, cash disbursement records are matched against accounts payable/open invoice files for any discrepancies.
7. Bank statements are reconciled soon after receipt by either the Business Manager or the Staff Accountant, if applicable and reviewed by the Charter Leader.

PETTY CASH FUNDS

Control Objective

To control the use of petty cash funds for valid transactions.

Major Controls

A. Internal Accounting Controls

- (i) Reconcile petty cash funds by employees with responsibilities independent of cash receipts, disbursements or custody.

Procedures

1. The Charter School will maintain an imprest petty cash system of \$150, which will be maintained and secured by the Business Manager.
2. The Business Manager maintains a log of all disbursements made from the petty cash fund and uses a *Petty Cash Voucher* for all petty cash disbursements. No disbursements will be for greater than \$75.
3. When the fund needs to be replenished, a check request is prepared by the Business Manager, attaching the log of disbursements and the supporting vouchers. See cash disbursement procedure above for payment.
4. Any differences between the check request to bring the fund up to the petty cash amount and total disbursements made are reviewed and a justification is prepared.
5. Funds disbursements are entered into the General Ledger by expense category when the fund is replenished.

PREPAID ITEMS

Control Objective

To ensure proper accounting for prepaid expenses.

Major Controls

A. Internal Accounting Controls

- (i) Preparation and updating of an amortization schedule to reflect the incurring of expenses for prepaid items (e.g. prepaid insurance).

(ii) Detailed prepaid expenses reconciled with the General Ledger control account.

Procedures

1. Vendor invoices are reviewed by the Business Manager to identify all required prepayments.
2. For payment of prepaid items, the transaction is coded to reflect the appropriate portion of the payment representing the prepaid portion.
3. An amortization schedule is prepared to reflect the incurring of an expense for prepaid items.
4. A standard journal entry is prepared by the Business Manager or Staff Accountant, if applicable to record the monthly expense.
5. A reconciliation is performed on a monthly basis between the subsidiary ledger and the prepaid expense General Ledger control account.

1300 - GRANTS RECEIVABLE PROCEDURES

In this section, the procedures are described that cover revenue recognition and invoicing, billing,

accounts and contributions receivable.

REVENUE RECOGNITION AND INVOICING

Control Objective

To ensure that grant and contract billings are adequately supported, recorded on a timely basis,

and reflect the terms and conditions of the grant or contract.

Major Controls

A. Invoicing Policy

Invoices are prepared based on contract agreement dates.

B. Invoice Format

Invoice formats vary depending on the funding source.

C. Segregation of Unallowable Costs

Accounts are maintained in separate accounts for explicitly unallowable costs.

D. Internal Accounting Controls

- (i) Verification of services performed before invoice processing.
- (ii) Reconciliation of expenditures incurred or units billed to invoices prepared.
- (iii) Control of revenue with use of a General Ledger control accounts.
- (iv) Separation of duties between the preparation of the invoice and its review and approval to the extent possible for an organization the size of the School.

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Procedures

1. On a monthly basis, program costs, or an electronic spreadsheet noting total units served, is reviewed by the Business Manager and recorded on an invoice format prescribed by the funding source. Unallowable or unbillable costs are excluded from claimed costs.
2. The invoice is entered in the Grants Receivable ledger, which depending on the accounting software should automatically prepare an entry to record the corresponding revenue.
3. Arithmetic extensions are verified and invoices are reviewed for accuracy and

completeness by the Business Manager and signed by the Charter Leader.

4. Invoices are entered into the Grants Receivable subsidiary ledger (at which time the corresponding revenue is recorded) and mailed to the funding source by the Business Manager.

5. Copies of invoices and supporting documents are filed by funding source.

GRANTS RECEIVABLE

Control Objective

To ensure the accuracy, completeness and timeliness of accounts receivable balances.

Major Controls

A. Separation of Duties

To the extent possible, the responsibility for posting invoices is kept separate from those with responsibilities for cash functions.

B. Use of Control Accounts

A General Ledger control account is reconciled to individual receivable balances within the Grants Receivable subsidiary ledger.

Procedures

1. Payments and other adjustments are posted to the Grants Receivable subsidiary ledger.
2. The Grants Receivable subsidiary ledger is reconciled monthly to the General Ledger control account on a monthly basis.
3. Any Grants Receivable balance greater than 90 days old is followed up and investigated.
4. A final report is submitted to the Grants Management Office reporting expenditures 60 days after the end of the project period.

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1400 - PAYROLL PROCEDURES

Payroll procedures are organized under six categories: personnel requirements, personnel data, timekeeping, preparation of payroll, payroll payment, and payroll withholdings.

PERSONNEL REQUIREMENTS

Control Objective

To ensure that the School hires only those employees, full or part-time, it absolutely needs and exerts tight control over hiring new employees.

Major Controls

Payroll Policies

The School has adopted payroll policies for installing new employees on the payroll system and removing terminated employees from the system, as well as monitoring vacation and sick pay.

Procedures

New Employees

1. Requests for new employees are initiated by the Charter Leader and compared with the approved annual personnel budget.

APPLICATION

2. A *Personnel Action Form* is initiated when hiring a new employee. Information on this form is reviewed by the Business Manager communicated to the outside payroll service provider, if applicable or input into in-house payroll software.
3. New employees complete an *Application for Employment*.
4. New employees complete an *IRS W-4 Form* and *State Form M-4*.

Vacation and Sick Pay

1. Employees accrue vacation time based on personnel policy of the Charter School.
2. Employee is required to provide at least two weeks advanced notice to supervisors for a vacation request.
3. Regular part-time employees will earn vacation time on a pro-rated bases based on personnel policy of the Charter School.
4. Employees' earned vacation balances are adjusted monthly to reflect vacation time earned and taken and reviewed by the Charter School Leader.
5. Sick leave taken is monitored against each employee's available sick time on an electronic spreadsheet and reviewed by the Charter School Leader.
6. Before vacation time is paid, a *Vacation Authorization Request* is to be prepared by the employee, which is reviewed and approved by the Business Manager.
7. The Staff Accountant or Business Manager monitors vacation and sick time by maintaining a log for each individual.
8. A General Journal entry is prepared at year-end to record the accrued vacation liability.
9. Unused vacation time is based on personnel policy of the Charter School.

Terminations

1. For each terminated employee, a *Termination Form* documenting the reasons for termination is completed and routed to the Business Manager for approval.
2. The approved *Termination Form* is communicated to the Payroll Service or in-house payroll software Bureau for updating the payroll data, including the effects on the fringe benefits including health, dental, pension, COBRA, etc.
3. The approved *Termination Form* is maintained in the terminated employee's personnel file.

PERSONNEL DATA

Control Objective

To calculate and record payroll data accurately and completely for all employees.

Major Controls

Internal Accounting Controls

- (i) A precise paper trail covering all transactions.
- (ii) Changes in personnel data approved by responsible officials.
- (iii) Separate payroll and personnel files periodically reviewed and reconciled.

Procedures

1. Changes to personnel data are initiated with a *Personnel Action Form* when making changes in new hires, terminations, pay rate changes, or payroll deductions.
2. The Business Manager or the Charter Leader authorizes any change to payroll data.
3. The Payroll Service Bureau or in-house payroll software processes authorized changes to the payroll data.
4. A copy of the *Personnel Action Form* is retained in the employee's personnel file.

TIMEKEEPING

Control Objective

APPLICATION

To ensure that payment for salaries and wages is made in accordance with documented time records.

Major Controls

A. Timekeeping Policies

Employees are instructed on the proper charging of time to assure the accuracy of recorded time to cost objectives.

B. Time Sheet

Labor hours are accurately recorded and any corrections to timekeeping records, including the appropriate authorizations and approvals, are documented.

C. Internal Reviews

The School personnel monitor the overall integrity of timekeeping.

D. Internal Accounting Controls

(i) Reconciliation of hours charged on time sheets to attendance records.

Procedures

Time Sheet Preparation

1. Hourly and salary employees prepare time sheets on a bi-weekly basis.
2. In preparing time sheets, employees:
 - (i) Enter hours in ink and sign the completed timekeeping record
 - (ii) Make all corrections in ink by crossing out the error and initialing the change.
 - (iii) Submit the completed time sheet to the Administrative Assistant or Receptionist.

Approval and Collection of Time Sheets

1. Each employee's time sheet is forwarded to the Administrative Assistant or Receptionist on a bi-weekly basis, which ensures all the timesheets are submitted in a timely manner. The Administrative Assistant or Receptionist forwards the timesheets to the Charter Leader who reviews and approves them.
2. Authorized timesheets are collected by the Administrative Assistant or Receptionist and forwarded to the Business Office for processing.

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Reconciliation of Payroll to Time Sheets

1. Hours shown on time sheets are reconciled to the hours recorded on the Payroll Register by the Business Manager for each time sheet period.

PREPARATION OF PAYROLL

Control Objective

To ensure that payment of salaries and wages is accurately calculated.

Major Controls

A. Internal Accounting Controls

- (i) Time records are periodically reconciled with payroll records.
- (ii) The responsibility for checking the accuracy of payroll calculations is separated from the responsibility for payroll preparation to the extent possible for the size of the School.

Procedures

1. The Administrative Assistant or Receptionist forwards approved time sheets to the Business Office.
2. The total time recorded on time sheets and the number of employees is calculated by the Business Manager.
3. Recorded hours from the bi-weekly time sheets are accumulated by the Business Manager and communicated to the Payroll Service via modem or input into the inhouse payroll software.
4. The payroll documents received from the Payroll Service Bureau or in-house payroll software (e.g., calculations, payrolls and payroll summaries) are compared with time sheets, pay rates, payroll deductions, compensated absences etc. by the Business Manager.
5. The Business Manager verifies gross pay and payroll deductions.
6. The total hours and number of employees are compared with the totals in the Payroll Register by the Business Manager.
7. The Payroll Register is reviewed and approved by the Business Manager prior to forwarding of the payroll checks for signature to the Charter Leader or Treasurer.

PAYROLL PAYMENT

Control Objective

To ensure payment for salaries and wages by check, direct deposit, cash or other means is made only to employees entitled to receive payment.

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Major Controls

Internal Accounting Controls

- (i) Use of pre-numbered checks and accounting for all check numbers.
- (ii) Complete audit trails on all payroll checks and direct deposit with authorizing signatures at each juncture.

Procedures

1. Checks and payroll register are forwarded to Charter Leader or Treasurer for signature.
2. Payroll payments by check, direct deposit or cash are distributed by the Business for forwarding to employees and payroll register is filed.
3. The Business Manager controls and monitors all undelivered and uncashed payroll checks, respectively.
4. The payroll bank account is reconciled monthly by the Staff Accountant or Business Manager and reviewed by the Charter Leader.

PAYROLL WITHHOLDINGS

Control Objective

To ensure that payment withholdings are correctly reflected and paid to the appropriate third parties.

Major Controls

A. Reconciliation of Payment and Payroll Withholdings

Payroll withholdings are recorded in the appropriate General Ledger control accounts and reconciled with payments made to third parties.

B. Internal Accounting Controls

The Payroll Service Bureau or in-house payroll software calculates payroll withholdings,

which are reviewed and verified by the Business Manager.

Procedures

1. The Payroll Service Bureau or in-house payroll software calculates payroll withholdings for each employee. These are summarized by pay period and recorded in General Ledger.
2. Payments for payroll withholdings are reconciled with the amounts recorded in the General Ledger control accounts by the Business Manager.
3. The Business Manager reviews the accuracy and timeliness of payments made to third parties for payroll withholdings.
4. Original withholding and benefit election forms, maintained in the employee file, are prepared by employee and reviewed and approved on a periodic basis by the Business Manager.

1500 - PROPERTY AND EQUIPMENT (P&E) PROCEDURES

This section is organized into six parts: P&E acquisitions, record keeping over P&E, depreciation of P&E, inventory of P&E, disposal of P&E, and Government-furnished and School-acquired property and equipment.

PROPERTY AND EQUIPMENT ACQUISITIONS

Control Objective

To control the acquisition of P&E and completely and accurately record fixed asset acquisitions in order to safeguard fixed assets from loss.

Major Controls

A. P&E Acquisitions Tied to Budget

All acquisitions of property and capital equipment are either designated in the approved budget, or subsequently approved by the Board of Trustees.

B. P&E Acquisitions Based on Approved Requests

Official approval is obtained before a P & E purchase is made. This is performed by reviewing the *Purchase Requisition Form* prepared for the item.

C. Internal Accounting Controls

- (i) Reconcile fixed asset acquisitions with capital expenditure authorizations.

Procedures

1. Capital budget requests are submitted annually for review and approval by the Board of Trustees.
2. Authorization requests for the acquisition of fixed assets are reviewed and approved by the Business Manager, Treasurer, or Charter Leader.
3. Each item of property and equipment received is identified and tagged in a visible area on the asset.
4. A copy of *Purchase Orders* for capital expenditures is entered into the fixed assets subsidiary or comparable worksheet for proper identification of all fixed assets to be included in the Enterprise Fund.
5. Information on each tagged asset is entered in the fixed assets subsidiary or comparable worksheet.

RECORDKEEPING OVER PROPERTY AND EQUIPMENT*Control Objective*

To completely and accurately record fixed asset acquisitions, transfers and dispositions on a current basis.

*Major Controls***A. Capitalization Policies**

The School follows generally accepted accounting principles as applicable to special purpose business-type activity governmental unit. All fixed asset purchased are capitalized in the year of purchase, and recorded in the Enterprise Fund. The School follows the policy of capitalizing all fixed assets purchased greater than \$5,000.

B. Fixed Asset Classification

Fixed assets are accounted for by the following classifications: land, building, equipment, betterment, leasehold improvements, equipment, furniture, and computer hardware and software.

C. Complete Record of P&E Acquisition Costs

The fixed assets subsidiary ledger contains the full history of each capital asset acquired: original acquisition cost, and any costs incurred to prepare the asset for use.

Procedures

1. Asset acquisitions, transfers, and dispositions are entered in the fixed assets subsidiary ledger on a periodic basis.

2. The fixed assets subsidiary ledger is reconciled with the control account in the Enterprise

Fund on a monthly basis. Any differences are analyzed and resolved by the Business Manager.

DEPRECIATION*Procedures*

1. The School capitalizes all fixed assets when acquired, and records the historical cost of these items in the Enterprise Fund. In accordance with generally accepted accounting principles, as they relate to special purpose business-type activity, government units, under GASB 34 depreciation expense must be recorded in the statement of revenue, expenditures and changes in net assets. The Charter School will use the straight line method of depreciation over the assets useful life as determined as follow:

Computers 3 years

Office Equipment 5 years

Vehicles 5 years

Office Furniture 7 years

Leasehold Improvements Life of lease or 5 years which ever is greater

Building Improvements 20 years

Building 30 years

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INVENTORY OF PROPERTY AND EQUIPMENT*Control Objective*

To ensure that all recorded assets exist and are in use.

*Major Controls***Internal Accounting Controls**

- (i) All property and equipment is tagged when received.
- (ii) Physical inventories are performed bi-annually.
- (iii) Differences between physical inventories and amounts recorded in the control account are analyzed and reconciled monthly.

Procedures

1. The Business Manager prepares a printout of recorded fixed assets by asset classification.
2. An inventory of fixed assets is taken annually.
3. The inventory of fixed assets is compared to the amounts recorded in the general ledger control account. Differences are investigated and resolved by the Business Manager monthly.

DISPOSAL OF PROPERTY AND EQUIPMENT

Control Objective

To ensure that assets no longer in use are disposed of in accordance with existing policies.

Major Controls

A. Disposal Policies

The School has adopted policies on the disposition of property and equipment.

B. Internal Accounting Controls

- (i) Use of fixed asset disposal authorization forms.
- (ii) Disposal or transfer of fixed assets only with proper authorization.
- (iii) Periodic count of fixed assets that is reconciled with fixed asset recorded in the control account in the general ledger.

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Procedures

1. A determination is made by the School personnel as to the usefulness of a fixed asset.
2. An *Asset Disposal Form* is prepared with proper written authorization from the Business Manager.
3. The *Asset Disposal Form* is reviewed and signed by the Charter Leader.
4. A copy of the *Asset Disposal Form* is routed to the Business Manager, who enters the dollar amount of the disposed fixed asset as a reduction in the fixed asset subsidiary ledger, and adjusts the control account in the Enterprise Fund. The treatment of any proceeds from the disposition, and the recognition of any gain or loss on sale of the disposed asset, is also recorded in the Enterprise Fund revenue account at this time.

GOVERNMENT-FURNISHED AND SCHOOL-ACQUIRED PROPERTY AND EQUIPMENT

Control Objective

To assure that Government-furnished and School-acquired property and equipment are properly obtained, used and managed during the performance of Government contracts.

Major Controls

A. Record keeping

The School maintains detailed records on all property and equipment.

B. Custody

All Government-furnished and School-acquired property and equipment, when not in use, is stored in a secure area.

APPLICATION

C. Inventory

All Government-furnished and School-acquired property and equipment is inventoried.

Procedures

1. All Government-furnished and School-acquired property and equipment on Government contracts/grants are assigned tag numbers and properly identified with this number in the fixed asset subsidiary ledger.
2. On an annual basis, the Business Manager inventories all property and equipment and ensures that fixed assets are being used for the purpose intended.
3. The disposition of Government furnished and School-acquired property and equipment is authorized by Business Manager and reported to the proper Government Agency.

1600 - ACCOUNTS PAYABLE PROCEDURES

This section is organized into three major parts: accounts payable, purchasing and expense reimbursement.

ACCOUNTS PAYABLE

Control Objective

To ensure that invoices are accurately recorded on a timely basis for authorized purchases.

Major Control

A. Reconciliation of Accounts Payable Records

Reconciliation of source data, subsidiary ledger totals and General Ledger control accounts is performed periodically to ascertain the accuracy of accounts payable entries.

B. Internal Reviews

Internal reviews are conducted to determine if duplicate payments or overpayments exist.

Procedures

Voucher Preparation and Review of Voucher

1. Invoices are received by the Administrative Assistant, who forwards them to the Charter Leader or Coordinators for approval.
2. Approved invoices are forwarded to the Business Office.
3. Invoices are compared to the *Purchase Order* and the packing list.
4. The invoice is reviewed for:
 - (i) The nature, quality and quantity of goods ordered and the related price
 - (ii) Accuracy of all arithmetic calculations and extensions
5. The invoice is input into the Accounts Payable subsidiary of the accounting software after it is reviewed by either the Staff Accountant or the Business Manager.
6. Checks are run on a weekly basis, and vendors are paid based on terms of the invoices, as recorded within the system. See Cash Disbursement section for issuing of checks.

Purchase Discounts

1. The Business Manager establishes all vendors within the accounting system upon initial

use of the vendor.

2. The Business Manager reviews the invoice for any purchase discounts date and ensures that the vendor file is established and properly capturing the discount period.

Reconciliation of Accounts Payable Records

1. The total balance in the Accounts Payable Subsidiary Ledger is reconciled with the General Ledger control account monthly.

2. Debit balances in the Accounts Payable Subsidiary Ledger are resolved appropriately (e.g. an offset against other amounts due the vendor, requesting payment from the vendor, etc.)

PURCHASING

Control Objective

To ensure that goods and services are acquired at fair and reasonable prices and the highest personal standards of conduct are maintained in all relationships with vendors, suppliers and subcontractors.

Major Controls

A. Purchase Requirements

The School has developed cost-effective and efficient purchase requirements in order to achieve full and open competition, meeting delivery schedules, controlling inventory and material, and expediting and following up purchases.

B. Required Competition

The School utilizes the following procurement guidelines:

Contracts under \$1,000 - The School uses sound business practices when procuring goods and services for amounts less than \$1,000.

Contracts from \$1,000 To \$5,000 - The School seeks price quotes from at least three vendors and awards the contract to the responsible vendor offering the supply or service needed for the lowest price.

Contracts greater \$5,000 - The School conducts a formal advertised competition using sealed bids or proposals. An award is offered to the qualified bidder who meets the School's specifications and offers the lowest price.

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C. Selecting the Vendor

The School selects the most responsive and responsible vendor to provide required materials and services, and promotes competition in order to obtain fair and reasonable prices.

D. Internal Accounting Controls

(i) Approval by the Board of Trustees of purchases equal to or exceeding over \$25,000 prior to contract/purchase order finalization.

(ii) Adoption of policy requires the reporting of unethical conduct to management and subsequent restitution of any gain resulting from such conduct.

Procedures

Purchase Requirements

1. After approval of the annual budget, the Business Manager reviews the School's needs to

uncover patterns of orders, and opportunities for clustering orders, to achieve volume discounts.

2 In preparing a purchase requisitions, the Charter Leader identifies only minimum needs.

Processing Purchase Requisitions

1. *Purchase Requisitions* are forwarded to the Administrative Assistant or Receptionist. The Administrative Assistant or Receptionist prepares a spreadsheet by vendor for the items requisitioned.
2. The *Purchase Requisitions* includes the following:
 - (i) A description of items ordered
 - (ii) A cost estimate
 - (iii) The required delivery information
 - (iv) A statement of the nature and purpose of the procurement
3. *Purchase Requisitions* are approved by the Business Manager, after review of the remaining budget.
4. The Administrative Assistant presents *Purchase Requisitions* to the Charter Leader for review and approval.
5. Approved *Purchase Requisitions* are forwarded to the Staff Accountant or Business Manager.

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Processing Purchase Orders

1. A *Purchase Order* is prepared by the Business Manager or approves the information that was input by the Staff Accountant.
2. Before a *Purchase Order* is sent to a supplier, it is reviewed by the Business Manager for accuracy of the dates, account coding, quantities listed and arithmetic extensions.
3. *Purchase Orders* are approved by the Business Manager or the Charter Leader.
4. Two copies of the *Purchase Order* are prepared. One copy is forwarded to the vendor, and the other copy is filed alphabetically by vendor in the business office and entered in the *Purchase Order Log* by pre-assigned number to track outstanding commitments.

Obtaining Bids and Quotations

1. The Business Manager requests bids or quotations verbally on transactions not expected to exceed \$1,000, and in writing for transactions between \$1,000 and \$5,000. Items greater than \$5,000 will require formal bid requests and evaluation before *Purchase Order* is issued.
2. In evaluating bids received, the Business Manager performs and documents a cost or price analysis.

Negotiation and Award

1. Consistent with the School's goal of expanding opportunities for minority business enterprises, companies which are minority or women owned, to the extent they are available locally and qualified, are given an opportunity to bid on a procurement in the School's selection process.
2. Award may be made to other than the low bidder in circumstances where the higher bid demonstrates best value contracting procedures to the School. In such situations, the Business Manager shall prepare a justification statement for such awards, furnishing a brief explanation of the factors leading to such a decision.

EXPENSE REIMBURSEMENT*Control Objective*

To ensure the School pays for only authorized business expenses.

Major Controls

APPLICATION

A. Travel Policies

The School has adopted policies on travel reimbursement.

B. Employee Expense Reimbursement Documentation

Employees are required to obtain and furnish documentation for individual expenses of \$25 or over (provided they are not on a per diem basis) and company credit card purchases.

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C. Internal Accounting Controls

(i) Justification for travel approved by Business Manager or Charter Leader

(ii) Documentation for incurred employee expenses

(iii) Documentation for company credit card purchase.

Expense Advance or Reimbursement

Expense Reimbursement:

1. Soon after traveling, but not exceeding 30 days, an employee who seeks reimbursement

for authorized expenses completes a *Travel Report* detailing the expenses incurred, attaching originals of supporting documentation.

2. All credit card purchases are supported by invoices in order to be reimbursed.

4. The employee's *Travel Report* and credit card purchases invoices are reviewed and approved by the Business Manager.

1700 - PROCEDURES FOR OTHER LIABILITIES

In this section, procedures for liabilities are covered under accrued liabilities.

ACCRUED LIABILITIES

Control Objective

To accurately control and record accrued liabilities.

Major Controls

A. Maintaining an Accrual Register

To properly set up and monitor accrued liabilities and accrual accounts related to salaries and wages, vacation pay and payroll taxes.

B. Reconciliation of the Subsidiary Schedules with the General Ledger Control Account

On a periodic basis, a reconciliation is performed between the subsidiary schedule and the General Ledger control account.

Procedures

1. An accrual subsidiary schedule is established and maintained by the Business Manager for each type of accrual.

2. The School records all accruals at fiscal year end, or when determined necessary by the Business Manager

3. A General Journal entry is prepared at year-end to record all accruals.

1800 - MANAGEMENT REPORTING PROCEDURES

In this section, procedures are covered for supporting the annual budget, financial reporting and tax compliance.

ANNUAL BUDGET

Control Objective

To effectively support the preparation of the annual budget and its periodic review.

Major Controls

A. Budget Process

The Finance Committee works with the Business Manager and prepares the annual operating and capital budgets and cash flow projection, with input from the Charter Leader and the school's community. The budgets and projection are submitted to the Board of Trustees for approval.

B. Internal Accounting Controls

Accuracy and completeness of the budget and projections

Procedures

1. In preparation of the annual operating and capital budget and cash flow projection, the Business Manager prepares a preliminary budgets and projection for review by the Charter Leader in consultation with the Finance Committee.
2. To support budgets and projection estimates, the Business Manager prepares current year-to-date financial data with projections of year-end totals.
3. The Charter Leader and the Finance Committee review the budgets and projection submitted for completeness and reasonableness.
4. The Board of Trustees approves and adopts the final budgets and projection.
5. The adopted budgets totals are entered in the General Ledger by the Business Manager for the new fiscal year, in order to prepare budget to actual reports.

FINANCIAL REPORTING

Control Objective

To ensure the accuracy, completeness and timeliness of financial reporting to support decision-making.

Major Controls

A. Schedule

Monthly managerial reports are prepared based on a schedule.

B. Review and Approval

Financial reports are reviewed for accuracy and completeness.

C. Audit

The annual financial statements of the School are audited by a certified public accounting firm.

Procedures

1. The Business Manager prepares monthly budget vs. actual financial reports and cash flow projection for the Board of Trustees meetings.
2. The Charter School submits to an audit of its financial statements by a qualified certified public accounting firm, in accordance with *Governmental Auditing Standards*.

PAYROLL TAX COMPLIANCE

Control Objective

To accurately prepare and file required tax documents on a timely basis.

Major Controls

A. Preparation

Retain a Payroll Service Bureau or in-house payroll software to assist in the preparation of its periodic payroll tax filings.

B. Approval of Tax Returns

Payroll tax documents are reviewed and approved by the Business Manager.

Procedures

1. The School maintains a schedule of required filing due dates for:

- (i) *IRS Form W-2* - Wage and Tax Statement.
- (ii) *IRS Form W-3* - Transmittal of Income and Tax Statements.
- (iii) *IRS Form 940* - Employer's Federal Unemployment (FUTA) Tax Return.
- (iv) *IRS Form 941* - Employer's Quarterly Federal Tax Return for Federal Income Tax Withheld from Wages and FICA Taxes.
- (v) *IRS Form 1099 MISC* (also *1099-DIV*, *1099-INT*, *1099-OID*) - U.S. Annual Information Return for Recipients of Miscellaneous Income.
- (v) Quarterly and annual state(s) unemployment tax return(s).

2. Before submission, all payroll tax documents and the supporting schedules are reviewed and approved by the Business Manager for accuracy and completeness.

APPENDIX A
CHART OF ACCOUNTS
CHARTER SCHOOL
CHART OF ACCOUNTS

Assets (Account No. 1000-1999)

Cash – Operating Funds
Cash – Operating Funds Restricted
Cash – Fund Raising
Cash – Grants
Cash – Student Activities
Contributions receivable
Revenue receivable
Grant receivable
Prepaid expenditures
Inventories and other assets
Investments
Land
Buildings/leasehold improvement/betterment
Accumulated depreciation building
Equipment/hardware
Accumulated depreciation equipment
Other assets (specify)

Liabilities (Account No. 2000-2999)

Accounts Payable
Accrued Payroll
Accrued - Other (specify)
Payroll Withholdings
Deferred Grant Revenue
Deferred Student Activity Revenue
Notes Payable- Long Term Portion
Long Term Portion – Term Debt
Other liabilities (specify)

Net Assets (Account No 3000-3999)

Net Assets – Invested in capital assets
Net Assets – Unrestricted

Revenue (Account 4000.XX – 4999.XX)

District per pupil revenue
District supplemental aid
District other revenue
District grants
Local per pupil revenue
Local supplemental aid
Local other revenue
Local grants
Federal student entitlements
Federal other revenue

Federal direct grants
Federal revenue pass through the District
Federal revenue passed through other agency (specify)
Investment income
School lunch revenue
Athletic revenue
Private grant revenue
Fundraising
Facilities Rental
Other revenue (specify)
Expenses (Account 5000.XX – 5999.XX)
Accounting
Advertising
Alarm services
Amortization
Auditing
Bank charges
Community outreach
Computer consultant
Computer Internet access
Computer supplies and repairs
Contract labor – instructional
Contract labor – non instructional
Consultants
Custodial services
Depreciation
Dues and subscriptions
Equipment rental
Fees and licensing
Food
Fringe benefits – Health insurance
Fringe benefits – Retirement
Fringe benefits – Other (specify)
Fund raising
Gain or losses on disposal of assets
Insurance – General liability
Insurance – Vehicle
Insurance – Errors and Omissions
Insurance – Other (specify)
Interest
Legal
Library
Maintenance – Vehicle
Maintenance – Facility
Maintenance – Office equipment
Management fees

Office expenses
Salaries and wages – Teachers
Salaries and wages – Substitutes
Salaries and wages – Administrative
Salaries and wages – Custodial
Salaries and wages – Nursing
Salaries and wages – Other (specify)
Payroll taxes
Payroll service
Postage and Shipping
Printing
Public relations
Recreation
Recruitment
Space lease
Special Education
Staff Development
Student assessment/testing
Student transportation
Supplies/materials – Maintenance
Supplies/materials – Instructional
Supplies/materials – Other (specify)
Telephone
Textbooks
Technology
Travel
Utilities
Vehicle lease
Worker compensation
Unallowable Expenses (Account No. 6000.XX- 6999.XX)

APPENDIX B
SAMPLE FORMS

CHARTER SCHOOL

PURCHASE ORDER

DATE P.O. NO.

Vendor Ship To

Name

Address

Attn:

Charter School

Address

Attn:

FOB

DESCRIPTION QTY RATE ITEM # AMOUNT

Total \$0.00

The above purchase order number must appear on all correspondence, packing sheets and bills of lading. Send invoices Attn: Business Manager

**CHARTER SCHOOL
PERSONAL LEAVE REQUEST FORM**_____
Name of Employee Date Request Made

I request approval of the following day(s) as personal leave:

Monday Tuesday Wednesday Thursday Friday

mo/day mo/day mo/day mo/day mo/day

Classes will be covered by:

Substitute Name: _____ Phone: _____

Directions for Substitute:

Lesson Plans are located

Daily Procedures, such as attendance, lunch orders, schedule, dismissal procedures are located:_____
Comments: (such as individual modifications, parent volunteers....)_____

Signature of Employee

Please submit this form at least 24 hours in advance to the Administrative Office for approval by Charter Leader.

Charter Leader Date Approved

**CHARTER SCHOOL
VACATION REQUEST FORM**_____
Name of Employee Date Request Made

I request approval of the following day(s) as vacation leave:

Vacation Days used to Date: _____

Monday Tuesday Wednesday Thursday Friday

mo/day mo/day mo/day mo/day mo/day

Classes will be covered by:

Substitute Name: _____ Phone: _____

Directions for Substitute:

Lesson Plans are located

Daily Procedures, such as attendance, lunch orders, schedule, dismissal procedures are located:_____
Comments: (such as individual modifications, parent volunteers....)_____

Signature of Employee

Please submit this form one month in advance to the Business Manager for approval.

Please

forward approved copy to Charter Leader.

Charter Leader Date Business Manager Date

**CHARTER SCHOOL
PROFESSIONAL DEVELOPMENT LEAVE REQUEST**

Name of Employee _____ Date Request Made _____

I request approval of the following day(s) as professional development leave:

Monday Tuesday Wednesday Thursday Friday

mo/day mo/day mo/day mo/day mo/day

List nature of professional development (workshop, observation, and meetings):

Classes will be covered by:

Substitute Name: _____ Phone: _____

Lesson Plans and daily Procedures are located:

Comments (individual modifications, parent volunteers, etc.):

Fee: _____ P.O. Number _____

Attach copy of registration form.

Business Office will not reimburse unless pre-approved in writing.

Please submit this form at least one month in advance to the Charter Leader.

Charter Leader Business Manager Approval_____
Date of Approval Account No. / Amount

Request not approved for the following reason:

**CHARTER SCHOOL
CHECK VOUCHER**

Date _____

Amount _____

Due Date _____

PERSON MAKING THIS REQUEST

1. Name _____

2. School _____

3. Phone # _____ Ext. _____

4. Funding Instructions _____

(example: Primary, Secondary, Extended Day, and Specific Grants)

PAYEE INFORMATION

1. Payee Name _____

2. Street _____ and/or P.O. Box # _____

3. City _____ 4. State _____ 5. Zip _____

6. Phone # () _____ - _____

OTHER INFORMATION

1. Purpose _____

2. Special Instructions _____

3. Business Office Should _____ Mail Check to Payee of
_____ Notify () when ready
FOR BUSINESS OFFICE USE ONLY
ACCOUNTS PAYABLE

ENTERING DATE _____

DISTRIBUTION

Acct. # _____ \$ _____

Acct. # _____ \$ _____

Acct. # _____ \$ _____

TOTAL \$ _____

VENDOR NO.: _____ CHECK NO.: _____ DATE: _____

NOTE: All Vendor supporting documentation must be attached to this form to process the check request.

CHARTER SCHOOL
WEEKLY TIME SHEET

Name _____ Week Ending _____

DAY Reg. Hol. Sick Pers. Vac. Adm. St Dev Other Total

Saturday

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Total Hours

No overtime hours (hourly employees only) will be worked unless prior approval is received from the Charter Leader.. Overtime hours are to be filled in under column other and OT written next to hours.

Comments

Employee Signature _____

Supervisor Signature _____

CHARTER SCHOOL**PURCHASE ORDER REQUEST****Date: Requested by:****Vendor: Needed by (Date):****Telephone: To : Business Manager****Fax: PO Number :****Account #: Approval Signature:****Quantity Unit****Measure****Item****Number****Description Unit****Price****Total****Amount****Shipping and Handling****Grand****Total**

Note: Request for purchase less than \$7,500 requires verbal quote. Items greater than \$7,500, but less than \$25,000 requires written quote from two vendors. Items greater than \$25,000 require public bidding regulations to be followed.

CHARTER SCHOOL
CASH RECEIPT FORM

CASH

RECEIPT Date _____

Received From _____

Address _____

Dollars \$ _____

For _____

HOW PAID

CASH

CHECK

MONEY ORDER By _____

APPENDIX C

KIPP DC/KEY ACADEMY BOARD OF TRUSTEES MEETING

AGENDA

I. CALL TO ORDER

II. PUBLIC COMMENT

III. APPROVAL OF MINUTES

IV. COMMITTEE REPORTS

a) FINANCE COMMITTEE

b) OTHER COMMITTEES

V. CHARTER LEADER'S REPORT

VI. OLD BUSINESS

VII. NEW BUSINESS

VIII. ADJOURN – NEXT MEETING

Attachment 20

Proposed Monthly Status Report

KIPP Aspire Academy

Enrollment									
	0	0							
	Actuals	Budget	Variance	% Var.			Variance	% Var.	Current Year
	Current Month	Current Month	Fav./ (Unfav.)	Month	Actuals YTD	YTD Budget	Fav./ (Unfav.)	Month	Budget
Operating Revenues									
Per Pupil Payment from District	0	0	0		0	0	0		
School Breakfast Program	0	0	0		0	0	0		
National School Lunch Program	0	0	0		0	0	0		
National After school Snack Program	0	0	0		0	0	0		
National School Lunch Program - STATE	0	0	0		0	0	0		
Title I	0	0	0		0	0	0		
Title II	0	0	0		0	0	0		
Title IV	0	0	0		0	0	0		
Title V	0	0	0		0	0	0		
Technology Allotment	0	0	0		0	0	0		
Bilingual Education	0	0	0		0	0	0		
Compensatory Education	0	0	0		0	0	0		
Mainstream Special Education	0	0	0		0	0	0		
Regular Block Grant (Regular Per Pupil)	0	0	0		0	0	0		
Special Education Block Grant	0	0	0		0	0	0		
Transportation	0	0	0		0	0	0		
TOTAL OPERATING REVENUE	0	0	0		0	0	0		0
TRADITIONAL SCHOOL OPERATION EXPENSES									
Teaching Staff Salaries									
Band Assistant	0	0	0		0	0	0		
Counselor	0	0	0		0	0	0		
Instructional	0	0	0		0	0	0		
Educational Assistant	0	0	0		0	0	0		
Director	0	0	0		0	0	0		
Bilingual Bonus	0	0	0		0	0	0		
Bonuses	0	0	0		0	0	0		
Group Health and Life	0	0	0		0	0	0		
Payroll taxes	0	0	0		0	0	0		
Total Teaching Staff Salaries	0	0	0		0	0	0		0
Direct Student Expenses									
Textbooks	0	0	0		0	0	0		
Local Lesson/Field Trip	0	0	0		0	0	0		
Testing	0	0	0		0	0	0		
Referees/Athletics	0	0	0		0	0	0		
Parent Assoc. Supplies	0	0	0		0	0	0		
Dance Team Supplies	0	0	0		0	0	0		
Athletic Department Supplies	0	0	0		0	0	0		
Fundraising Supplies	0	0	0		0	0	0		
Music Supplies	0	0	0		0	0	0		
Staff Development Supplies	0	0	0		0	0	0		

Proposed Monthly Status Report

APPLICATION

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KIPP Aspire Academy

	Actuals Current Month	Budget Current Month	Variance Fav./((Unfav.)	% Var. Month	Actuals YTD	YTD Budget	Variance Fav./((Unfav.)	% Var. Month	Current Year Budget
Postage and Shipping	0	0	0		0	0	0		
Health Supplies	0	0	0		0	0	0		
Printing, Photo Processing, and Copying	0	0	0		0	0	0		
Instructional Classroom Equipment	0	0	0		0	0	0		
Instructional Software	0	0	0		0	0	0		
Student Paycheck Rewards	0	0			0	0			
Instructional General Supplies	0	0	0		0	0	0		
Staff Development	0	0	0		0	0	0		
Travel - Employees	0	0	0		0	0	0		
Travel - non-Employees	0	0	0		0	0	0		
Reading Materials for School	0	0	0		0	0	0		
Total Direct Student Expenses	0	0	0		0	0	0		0
Transportation									
Transportation - Regular Routes	0	0	0		0	0	0		
Transportation - Local Field Lessons	0	0	0		0	0	0		
Transportation Maintenance - Vans	0	0	0		0	0	0		
Gasoline	0	0	0		0	0	0		
Total Transportation	0	0	0		0	0	0		0
Food									
Staff Development Food	0	0	0		0	0	0		
School Food - Weekdays	0	0	0		0	0	0		
Total Food	0	0	0		0	0	0		0
Loan Repayments									
Equipment - Leasing - Copiers and Mail Machine	0	0	0		0	0	0		
Equipment - Capital leasing - Computers	0	0	0		0	0	0		
Vehicles principal	0	0	0		0	0	0		
Reserve of Revenues	0	0	0		0	0	0		
Building principal	0	0	0		0	0	0		
Interest on Debt	0	0	0		0	0	0		
Total Loan Repayment	0	0	0		0	0	0		0
Facility Expenses									
Water	0	0	0		0	0	0		
Long Distance	0	0	0		0	0	0		
Electricity	0	0	0		0	0	0		
Gas	0	0	0		0	0	0		
Local Phones (Utilities - Other)	0	0	0		0	0	0		
Internet Services	0	0	0		0	0	0		
Building Security	0	0	0		0	0	0		
Landscaping	0	0	0		0	0	0		
Fire and Security Alarms Monitoring	0	0	0		0	0	0		
Fire and Security Alarms Maintenance	0	0	0		0	0	0		

KIPP Aspire Academy

	Actuals Current Month	Budget Current Month	Variance Fav./Unfav.)	% Var. Month	Actuals YTD	YTD Budget	Variance Fav./Unfav.)	% Var. Month	Current Year Budget
Rent	0	0	0		0	0	0		
Contracted Maintenance and Repair	0	0	0		0	0	0		
Supplies for Maintenance/Operations	0	0	0		0	0	0		
Real Estate Services	0	0	0		0	0	0		
Total Facility Expenses	0	0	0		0	0	0		0
G&A Salaries									
Superintendent	0	0	0		0	0	0		
Fundraiser	0	0	0		0	0	0		
Nurse	0	0	0		0	0	0		
Clerical	0	0	0		0	0	0		
Chief Administrative Assistant	0	0	0		0	0	0		
Plant Operator	0	0	0		0	0	0		
Tech Support	0	0	0		0	0	0		
Night Time Custodian	0	0	0		0	0	0		
Night Cleaning Crew	0	0	0		0	0	0		
Daytime Custodian	0	0	0		0	0	0		
Total G&A Salaries	0	0	0		0	0	0		0
G & A Equipment and Supplies									
Office computers	0	0	0		0	0	0		0
Office supplies	0	0	0		0	0	0		0
Administration General Supplies	0	0	0		0	0	0		0
G&A Services and Insurance									
Audit Services	0	0	0		0	0	0		
Accounting Services	0	0	0		0	0	0		
Legal Services	0	0	0		0	0	0		
School Administrative Services	0	0	0		0	0	0		
Special Ed Services	0	0	0		0	0	0		
Bank Charges	0	0	0		0	0	0		
Ctd Svc other than Fundraising & Events	0	0	0		0	0	0		
Insurance and Bonding	0	0	0		0	0	0		
Total G&A Services and Insurance	0	0	0		0	0	0		0
TOT TRADITIONAL SCHOOL OPER EXP	0	0	0		0	0	0		0
TRADITIONAL SCHOOL OPER CASH FLOW	0	0	0		0	0	0		0

KIPP Aspire Academy

	Actuals Current Month	Budget Current Month	Variance Fav./Unfav.)	% Var. Month	Actuals YTD	YTD Budget	Variance Fav./Unfav.)	% Var. Month	Current Year Budget
CAPITAL EXPENSES									
Teaching Computers	0	0	0		0	0	0		
Athletic Equipment	0	0	0		0	0	0		
Musical Equipment	0	0	0		0	0	0		
Instructional Furniture	0	0	0		0	0	0		
Camping Supplies	0	0	0		0	0	0		
Administrative Furniture	0	0	0		0	0	0		
Administrative Computers and Equipment	0	0	0		0	0	0		
Principal - Building	0	0	0		0	0	0		
Vehicles	0	0	0		0	0	0		
TOTAL CAPITAL EXPENSES	0	0	0		0	0	0		0
GROSS CASH FLOW	0	0	0		0	0	0		0
KIPP SCHOOL OPERATION EXPENSES									
Teaching Staff Salaries									
After School Tutor	0	0	0		0	0	0		
Overtime/Extra Time	0	0	0		0	0	0		
SAT Classes	0	0	0		0	0	0		
Overtime Salaries - Saturdays	0	0	0		0	0	0		
Summer Salaries	0	0	0		0	0	0		
<i>Total Extra Teaching Staff Salaries</i>	0	0	0		0	0	0		0
Extra Direct Student Expenses									
Cell Phones	0	0	0		0	0	0		
Athletic Uniforms	0	0	0		0	0	0		
Student Uniforms	0	0	0		0	0	0		
Saturday School Program	0	0	0		0	0	0		
Saturday Enrichment Supplies	0	0	0		0	0	0		
Reading Materials for Students	0	0	0		0	0	0		
<i>Total Extra Direct Student Expenses</i>	0	0	0		0	0	0		0
Out-of-state Field Lessons									
7th Grade Trip	0	0	0		0	0	0		
8th Grade Trip	0	0	0		0	0	0		
6th Grade Trip	0	0	0		0	0	0		
5th Grade Trip	0	0	0		0	0	0		
<i>Total Out-of-state Field Lessons</i>	0	0	0		0	0	0		0

Proposed Monthly Status Report

APPLICATION

KIPP Aspire Academy

	Actuals Current Month	Budget Current Month	Variance Fav./Unfav.	% Var. Month	Actuals YTD	YTD Budget	Variance Fav./Unfav.	% Var. Month	Current Year Budget
Extra Food									
Extra-Curricular Food	0	0	0		0	0	0		
Saturday School Food	0	0	0		0	0	0		
Items for sale - Concessions	0	0	0		0	0	0		
Total Extra Food	0	0	0		0	0	0		0
Alumni Program									
Student Tuition - Private	0	0	0		0	0	0		
College Placement Food	0	0	0		0	0	0		
Alumni Supplies	0	0	0		0	0	0		
High School Placement Supplies	0	0	0		0	0	0		
High School Placement Testing	0	0	0		0	0	0		
Alumni Travel	0	0	0		0	0	0		
College Placement Director	0	0	0		0	0	0		
High School Placement Director	0	0	0		0	0	0		
Alumni Clerk	0	0	0		0	0	0		
Alumni Bonuses	0	0	0		0	0	0		
Alumni Payroll Taxes	0	0	0		0	0	0		
Total Alumni Program	0	0	0		0	0	0		0
Extra Transportation									
Saturday	0	0	0		0	0	0		0
Summer	0	0	0		0	0	0		0
subtotal extra transportation	0	0	0		0	0	0		0
TOTAL KIPP SCHOOL EXPENSES	0	0	0		0	0	0		0
Grand Total All Expenses	0	0			0	0			0
NET SCHOOL CASH FLOW	0	0	0		0	0	0		0
Expected Revenue									
Interest	0	0	0		0	0	0		
High School Placement	0	0	0		0	0	0		
Big Dog Scholarship Loan Repayment	0	0	0		0	0	0		
General Operating/R. Stu/Parent	0	0	0		0	0	0		
Parents paying for trips	0	0	0		0	0	0		
Parents paying for uniforms	0	0	0		0	0	0		
Parents paying for Saturday School	0	0	0		0	0	0		
Parents paying for student accident insurance	0	0	0		0	0	0		
Parents paying for high school placement testing	0	0	0		0	0	0		
Parents paying for alumni travel	0	0	0		0	0	0		
Alumni Programming	0	0	0		0	0	0		
Saturday School	0	0	0		0	0	0		
KIPP Store	0	0	0		0	0	0		
Revenues from Co-Curricular	0	0	0		0	0	0		
Athletics	0	0	0		0	0	0		

KIPP Aspire Academy

	Actuals Current Month	Budget Current Month	Variance Fav./((Unfav.))	% Var. Month	Actuals YTD	YTD Budget	Variance Fav./((Unfav.))	% Var. Month	Current Year Budget
Band	0	0	0		0	0	0		
Co-Curricular, Services or Activities	0	0	0		0	0	0		
Food Services Activity	0	0	0		0	0	0		
KIPP National Rent and Utilities Payments	0	0	0		0	0	0		
Revenue from Partner Organizations	0	0	0		0	0	0		
High School Placement Testing	0	0	0		0	0	0		
Charter Schools Dissemination	0	0	0		0	0	0		
subtotal expected revenue	0	0	0		0	0	0		0
Cash Flow after Exp. Rev prior to fundr	0	0	0		0	0	0		0
FUNDRAISING									
Gala Fundraising	0	0	0		0	0	0		
Grants (DOE)	0	0	0		0	0	0		
Idea B Grant	0	0	0		0	0	0		
Big Dog Scholarship Fund	0	0	0		0	0	0		
Capital Campaign	0	0	0		0	0	0		
Operating Fundraising	0	0	0		0	0	0		
Parent Assoc. Fundraising	0	0	0		0	0	0		
Magazine	0	0	0		0	0	0		
Dancer Team	0	0	0		0	0	0		
Yearbook	0	0	0		0	0	0		
Successful School Awards	0	0	0		0	0	0		
subtotal fundraising	0	0	0		0	0	0		0
Contracted Events & Fundraising Services									
Contracted Events & Fundraising Services	0	0	0		0	0	0		0
Gala Costs	0	0	0		0	0	0		
Total Contracted Events & Fundraising Services	0	0	0		0	0	0		0
Net FUNDRAISING	0	0	0		0	0	0		0
NET CASH FLOW AFTER FUNDRAISING	0	0	0		0	0	0		0

Attachment 21
School Calendar

KIPP Aspire Academy

APPLICATION

August 2004 - July 2005

Charter School Calendar

Aug 2004

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				

Sep 2004

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			

Oct 2004

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						

Nov 2004

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				

Dec 2004

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	

Jan 2005

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	8/16-9/24	29
2 nd Attendance Reporting Period	9/27-11/5	29
3 rd Attendance Reporting Period	11/8-12/17	27
4 th Attendance Reporting Period	1/4-3/11	45
5 th Attendance Reporting Period	3/21-4/29	30
6 th Attendance Reporting Period	5/2-6/24	35
Total Student Days of Instruction		195
WAIVER DAYS		4
Total Days		199

Non-Instructional Day	Date(s)	Type(Circle One)
3	8/9-8/11	H(SD)BWM TWD
2	8/12-8/13	H SD BWM(TWD)
1	9/6	(H)SD BWM TWD
1	10/15	H(SD)BWM TWD
3	11/24-11/26	(H)SD BWM TWD
10	12/20-12/31	(H)SD BWM TWD
1	1/3	H SD BWM(TWD)
1	1/14	H(SD)BWM TWD
1	1/17	(H)SD BWM TWD
1	2/11	H(SD)BWM TWD
1	2/21	(H)SD BWM TWD
5	3/14-3/18	(H)SD BWM TWD
1	5/6	H(SD)BWM TWD
4	5/27-6/1	(H)SD BWM TWD
		H SD BWM TWD

Legend

Begin Attendance Reporting Period [
 End Attendance Reporting Period]
 H-Holiday ○
 SD-Staff Development □
 BWM-Bad Weather Make Up day •
 TWD-Teacher Work Days Δ

Feb 2005

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

Mar 2005

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					

Apr 2005

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					

May 2005

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				

Jun 2005

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					

Jul 2005

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					

Superintendent Signature

Michelle Ferdy

Date 3-21-03

Attachment 22
Lease Agreement

NET LEASE

STATE OF TEXAS

*

*

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BEXAR

*

This lease agreement by and between LUTHERAN HIGH SCHOOL ASSOCIATION OF SAN ANTONIO
hereinafter called "Landlord", and ~~KNOWLEDGE IS POWER PROGRAM~~
KIPP ASPIRE ACADEMY, INC.
hereinafter called "Tenant".

WITNESSETH:

1. PREMISES. Landlord hereby leases unto Tenant the following described real property and including any improvements from time to time thereon, hereinafter called "The premises", upon the terms and conditions hereinafter set forth:

PER EXHIBIT A

2. TERM. The term of this lease is one year beginning JAN 15, 2003
_____, and ending JAN 15, 2004.

OPTION. Provided Tenant is not in default under this lease in the payment of rent or otherwise, Tenant shall have the option to extend this lease for MONTH TO MONTH
() year term beginning with the expiration of the initial term hereof, _____
JAN 15, 2004, by giving Landlord written notice thereof on or before 180 days prior to the expiration of the initial term hereof. The rental to be agreed by separate addendum.

3. RENTAL. Tenant agrees to pay to Landlord on or before the first day of each month the term thereof, at the address set forth herein as rental for said premises the sum of

PER EXHIBIT A

per month. Rent shall be prorated for partial months occupancy.

ALTERNATE PERCENTAGE RENTAL.

In the event the rent is not paid in full as above set forth by the 10th day of the month in which it is due, in addition to other provisions hereof, Tenant shall pay a late charge equal to ten percent (10%) thereof to defray the Landlord's additional costs in connection therewith. Tenant hereby agrees to deposit with Landlord forthwith the sum of \$ D As a security deposit to be held by Landlord without interest to secure the full performance of this lease.

4. IMPROVEMENTS, MAINTENANCE AND UTILITIES

A. In consideration for the rental agreed herein, it is specifically agreed between Landlord and Tenant that Landlord makes no warranty or representation whatsoever either express or implied as to the condition and suitability of the premises for any specific usage and Tenant agrees that Tenant has made such investigation of the premises as is necessary to insure the condition and suitability thereof is satisfactory for Tenant's proposed usage. Tenant specifically agrees to this disclaimer and accepts the premises and all improvements and components thereof in their present condition without any warranty or representation of any kind.

B. Tenant agrees that throughout the term of this lease, Tenant shall

maintain the improvements on the premises and all components thereof, clean, serviceable, and in good condition and repair. Tenant shall, throughout the term hereof, pay all utility, cleaning and waste removal costs of occupancy of the premises.

C. Landlord shall not be obligated to do or make any repair, replacement or improvement to the premises or any portion thereof whatsoever, but shall have the right to do so at Landlord's sole option.

D. Except for maintenance of the improvements herein required to be made by Tenant as herein set forth, Tenant shall make no alteration or addition to the premises without first obtaining Landlord's permission in writing. Any maintenance, alteration or addition to the premises made by Tenant shall be at Tenant's sole risk and cost and shall be done in a good and workmanlike manner without affixing a lien to the premises of this lease. Any improvement permanently affixed to existing improvements or to the premises shall become the property of Landlord upon the termination of the lease.

5. OCCUPANCY. Tenant shall occupy the premises for PROFESSIONAL
BUSINESS OFFICE only during the term hereof and during the term hereof shall keep the premises occupied so as not to impair the insurance coverage thereon and in addition shall remain open for business during usual and customary business hours in the area in which the premises is located. Tenant shall comply with all regulations of applicable governmental authority as pertains to the improvements. Tenant, at Tenant's expense, shall comply in all aspects with the provisions of the American with

Disabilities Act (ADA) and in the occupancy of the premises. In particular Tenant shall at all times keep the premises clean and clear of any and all hazardous materials and other contaminants as may be from time to time defined by applicable governmental authority.

6. FIRE CLAUSE. In the event the premises, or any part thereof, shall be damaged by fire and other casualty, Tenant shall give written notice thereof to Landlord and the same shall be repaired at the expense of Landlord as soon as reasonably possible. Due allowances shall be made for any delay arising in connection with the adjustment of insurance losses, labor disputes, material shortages or other causes beyond the reasonable control of Landlord. Further provided:

(1) Should the premises receive damage costing more than \$50,000 repair, or

(2) Should damage occur during the last two (2) years of the lease term, then Landlord, at Landlord's sole option, and upon notice to the Tenant within thirty (30) days after such damage, may cancel and terminate this lease and apportion the rental to the date of such damage.

7. CONDEMNATION. If all or any part of the premises shall be condemned so as to render the premises untenable for Tenant's purposes, then the term of this lease shall cease and terminate as of the date of such condemnation. If such premises are only partially condemned so as not to render the premises totally untenable for Tenant's purposes, then Tenant shall receive a proportionate abatement of rent for the remainder of the term. In either event Landlord shall receive the entire award for land



and improvements.

8. SUBLETTING AND ASSIGNMENT. Tenant shall not assign this lease or sublet the premises in whole or in part without prior written consent of Landlord. If such permission is granted, any assignee and sublessee shall specifically assume all provisions of this lease and Landlord shall remain liable for full performance of all terms and conditions hereof.

9. TENANT'S LIABILITY INSURANCE AND INDEMNITY TO LANDLORD. Tenant hereby indemnifies and saves harmless Landlord of and from any and all claims, losses, damages, causes of action, suits, and liability of any kind, including all expenses of litigation, costs, attorneys fees and settlement or defense thereof, by reason of the breach, violation or nonperformance of any provision of this lease on the part of Tenant and for any injuries, death or damage whatsoever to person or property happening in or about the premises, regardless of whether such injuries, death or damage are caused in whole or in part by the negligence of Landlord. Tenant shall carry and pay for liability insurance coverage covering the premises naming Tenant and also Landlord as additional names insureds and in such form and in minimum limits of \$500,000.00 per occurrence or \$1,000,000.00 aggregate or such other amounts as may be reasonably required by Landlord.

10. DEFAULT. In the case of the default in any of the agreements and covenants contained herein to be performed by Tenant, including the covenant to pay rent, Landlord may enforce the performance of this lease in any manner provided by law including, at Landlord's option, the termination or forfeiture of this lease if such default

7/12/11
[Signature]

continues for a period of twenty (20) days after notice to Tenant of such default. After such 20-day period shall have expired, unless Tenant shall have completely removed or cured said default (or unless such default is of such nature that it is incapable of being remedied within such 20-day period, and provided that Tenant diligently prosecutes the remedy of such default until same is completely corrected), Landlord may at Landlord's option terminate this lease as if it were the day originally fixed herein for the expiration of the term and, in any event regardless of termination, Landlord's agent or attorney shall have the right, without further notice or demand, to re-enter upon the premises and remove all persons and property therefrom without being deemed guilty of any manner of trespass and without prejudice to any remedy for arrears of rent or breach of covenant; and in any event, regardless of termination, Landlord's agent or attorney may rent or lease the premises for any rent obtainable for the account of Tenant or otherwise, and Tenant shall remain liable to Landlord for any deficiency or damages. It is expressly agreed that in the event Tenant shall continue to hold the premises after demand for vacancy thereof, or in case of default or breach of this lease, Landlord shall be entitled to secure a mandatory injunction to recover possession thereof. This remedy, however, shall be cumulative of and not in lieu of any other rights and remedies granted herein or by law. In the event of any default by Tenant hereunder, Landlord may remedy such default and Tenant shall reimburse Landlord upon demand for all expenses in connection herewith.

11. INTEREST AND ATTORNEY'S FEES. Past due installments of rent or other sums owed with party by the other shall bear interest at the highest lawful rate. If any default of Tenant is placed in the hands of an attorney or if any amount due

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hereunder is collected through any judicial, probate or bankruptcy proceedings, in addition to other damages or relief, Tenant shall pay a reasonable attorney's fee to Landlord, in no event to be less than ten percent (10%) of any amounts due (unless either party pleads otherwise), together with all other costs and expenses.

12. SUBORDINATION. This lease shall always be subordinate to any mortgage or mortgages which are now or shall at any time be placed on the premises or any part thereof.

13. INSOLVENCY, etc. In the event that the Tenant becomes insolvent, and/or shall make a voluntary assignment for the benefit of creditors, and/or is unable to pay debts as the same become due., and/or if Tenant should file or have filed against it bankruptcy proceedings, and/or if a receiver is appointed for Tenant after notice and hearing, then any of such actions shall be deemed to constitute a breach of this lease by Tenant. This covenant is in addition to and not in lieu of any other remedy Landlord may have at law or in equity either for the collection of rentals or damages under this lease contract.

14. WAIVER AND ESTOPPEL. Any failure on the part of Landlord promptly to avail himself of any default on the part of Tenant shall not operate as an estoppel against Landlord so as thereafter to prevent Landlord from asserting such right or forfeiture hereunder because of that or any subsequent default on the part of Tenant.

15. NOTICE. Whenever any notice is required to any party under the terms hereof, same shall be in writing and actually delivered to such party or mailed by certified U.S. mail to such party at the address set forth herein, or as from time to time changed by like notice in writing to the other party.

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16. HOLDING OVER. It is agreed and understood that any holding over by Tenant of the premises at the expiration of this lease shall operate and be construed as a tenancy from month to month at a rental equal to or as agreed to by separate addendum the amount stipulated for the monthly rental, and in addition, Tenant shall be liable to Landlord for all loss or damage for such holding over.

17. BINDING UPON PARTIES. The covenants, agreements and conditions herein contained shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, except that the liability of Landlord to Tenant or any party claiming by, through, or under Tenant for any default by Landlord under the terms of this lease or for any other claim or liability shall be limited to the equity interest of Landlord in the premises and all such parties agree to look exclusively to such equity interest and Landlord shall not be personally liable for any deficiency. This clause shall not be deemed to limit or deny any remedies which Tenant may have in the event of default by Landlord hereunder which do not involve the personal liability of Landlord. Each party agrees to take such actions and execute and deliver such documents as may be necessary to further carry the terms hereof into effect. This lease shall be governed by the laws of Texas and in any portion hereof shall be deemed contrary to law or unenforceable, same shall not affect any other provision(s) hereof.

Exhibit A, comprised of one page shall be an additional agreement to this lease.

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APPLICATION

EXECUTED this 11th day of FEBRUARY, 2003. 717 ^{PA}

"LANDLORD"

Michael A. Miller

Lutheran High School

Address: 1826 Basse Rd

San Antonio, TX 78213

"TENANT"

717 ^{PA}

KIPP ASPIRE ACADEMY

Address: 1826 BASSE RD

SAN ANTONIO, TX 78213

FOR LANDLORD

Russell B. Ingram

CHAIRMAN, LHS BOARD

LEASE ADDENDUM

THIS ADDENDUM, made on the 11th day of February, 2003, by and between Lutheran High School Association of San Antonio ("Landlord"), and KIPP Aspire Academy, Inc. ("Tenant"), shall prevail in the event of any conflict between the terms of the Lease and the terms of this Addendum.

WHEREAS, this Addendum is to be an addition to the Lease entered into on the 11th day of February, 2003 by and between Landlord and Tenant, for Premises set forth in Exhibit A, herein referred to as the "Lease."

WHEREAS terms of the Lease shall be modified as follows:

1. **TERM.** Section 2, text shall be stricken and replaced with the following:

"The term of this lease shall begin with Premises A and expand to Premises B, C, and D (Premises A, B, C, and D are spelled out in Exhibit A of the Lease). Hereinafter, the "Premises" as referred to in the Lease shall refer to what portions of the building are included as a part of the Lease at the current time.

The term for Premises A, as shown on Exhibit A, shall be Three (3) months commencing on February 1, 2003 and expiring on April 30, 2003.

The term for Premises B, as shown on Exhibit A, shall be Twenty-six (26) months commencing on May 1, 2003 and expiring on June 30, 2005.

The term for Premises C, as shown on Exhibit A, shall be Fourteen (14) months commencing on July 1, 2004 and expiring on June 30, 2005.

The term for Premises D, as shown on Exhibit A, shall be Twenty-four (24) months commencing on July 1, 2003 and expiring on June 30, 2005."

2. **OPTION.** Section 2, of the Lease shall be stricken and replaced with the following:

"Provided tenant is not in default under this lease in the payment of rent or otherwise, Tenant shall have the option to extend this Lease for Twenty-four (24) months beginning with the expiration of the initial term hereof, June 30, 2005, by giving Landlord written notice thereof on or before Sixty (60) days prior to the expiration of the initial term hereof (hereinafter the "Renewal Term"). The rental rate shall be the same for the Renewal Term.

Beginning at the expiration of the Renewal Term the Tenant shall have additional options to renew for One (1) year terms until such time as the building is sold to the Tenant or a non-affiliated third party. The additional options shall have the same terms as the original Lease except for rental rate, which shall increase at a rate of 2 ½ % per year, each year after the expiration of the Renewal Term.

So long as Landlord is not then currently in default of any terms or conditions of this Lease Agreement, Landlord shall have the right, without charge except as expressly set forth below, to terminate this Lease effective on June 30, 2004 ("Early Termination Date") by providing Tenant at least six (6) months' prior notice of intention to terminate on the Early Termination Date and paying Tenant on or before the Early Termination Date and amount equal to the sum of 50% of the documented Renovation Costs for Premises B, not to exceed \$28,500.
 \$27,500 *ML*

If the Tenant exercises the extension of the lease through the Renewal Term, the Landlord shall have the right, without charge, to terminate this Lease effective on any anniversary of June 30, 2004 by providing Tenant at least six (6) months' prior notice of intention to terminate on such date.

If requested by either party, the parties shall enter into a cancellation and release agreement, in a form reasonably acceptable to both parties, confirming the end of the Term. If Landlord effectively exercises this Lease Cancellation Option in accordance with the terms of this clause, then this Lease and the Term shall come to an end on the Early Termination Date with the same force and effect as if the Term were, but the terms hereof, fixed to

"which shall not be unreasonably withheld."

10. **TENANT'S LIABILITY INSURANCE AND INDEMNITY TO LANDLORD.** ^{APPLICATION} Section 9 shall have the following added to the end of sentence 1:

"...unless such expense, injury, death or damage is caused by the gross negligence, intentional act or omission or willful misconduct of Landlord or it's employees, agents or contractors."

11. **TENANT'S LIABILITY INSURANCE AND INDEMNITY TO LANDLORD.** Section 9 shall have the following added as section 9.1:

"Landlord hereby indemnifies and saves harmless Tenant or and from any and all claims, losses, damages, causes of action, suits, and liability of any kind, including all expense of litigation, costs, attorneys fees and settlement of defense thereof, by reason of the breach, violation or nonperformance of any provision of this lease on the part of Landlord and for any injuries, death or damage whatsoever to person or property happening in or about the premises, regardless of whether such injuries, death or damage are caused in whole or in part by the negligence of Tenant, unless such expense, injury, death of damage is caused by the gross negligence, intentional act or omission or willful misconduct of Tenant or it's employees, agents or contractors."

12. **DEFAULT.** Section 10 shall have the following added as section 10.1:

"In the case of the default in any of the agreements and covenants herein to be performed by Landlord, Tenant may enforce the performance of this lease in any manner provided by law including, at Tenant's option, the termination or forfeiture of this lease if such default continues for a period of Twenty (20) days after notice to Landlord of such default. After such 20-day period, and provided that Landlord shall have completely removed or cured said default (or unless such default is of such nature that it is incapable of being remedied within such Twenty (20) day period, and provided that Landlord diligently prosecutes the remedy of such default until same is completely corrected), Tenant may at Tenant's option terminate this lease as if it were the day originally fixed herein for the expiration of term or may abate rent until such remedies are completed. In the event of any default by Tenant hereunder, Tenant may remedy such default and Landlord shall reimburse Tenant upon demand for all expenses in connection herewith."

13. **INTEREST AND ATTORNEY'S FEES.** Section 11 shall have the following added to the end of the section to reciprocate this clause to the benefit of the Tenant:

"If any default of Landlord is placed in the hands of an attorney or if any amount due hereunder is collected through any judicial, probate or bankruptcy proceedings, in addition to other damages or relief, Landlord shall pay a reasonable attorney's fee to Tenant, in no event to be less than ten percent (10%) of any amounts due (unless either party pleads otherwise), together with all other costs and expenses."

14. **SUBORDINATION.** Section 12 text shall be stricken and replaced with the following:

"Landlord shall secure for Tenant a non-disturbance agreement recognizing Tenant's rights under this Lease from the holder of each mortgage entered into after the date hereof that encumbers the Building or the underlying land on such holder's standard form non-disturbance agreement."

15. **INSOLVENCY.** Section 13, sentence 1 shall have the following stricken:

"...or have filed against it..."

16. **SIGNS.** The following shall be added to the Lease as section 18:

"Tenant shall, at its own expense, have the right to erect and maintain one sign along Basse Road, two banners on the Garnet and Grey Hall, and one banner in the interior of the Garnet and Grey Hall. Signs shall be necessary or appropriate to the conduct of the school and erecting and maintaining these shall not be unreasonably withheld by the Landlord."

APPLICATION

Aside from terms modified herein, all other terms, covenants and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have caused this agreement to be executed as of the day and year written below.

LANDLORD:

Lutheran High School Association of
San Antonio

By:

Frederick P. Anger

Title:

CHAIRMAN, BOARD OF DIRECTORS

Date:

11 FEB 2003

TENANT:

KIPP Aspire Academy, Inc.

By:

Mark Larson

Title:

Mark Larson, School Director

Date:

11-2-03

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11-2-03

EXHIBIT A

Building:

The Building shall be defined as follows:

The Garnet and Grey Hall, 1826 Basse Road, Bexar County, San Antonio, TX 78213.

Premises:

The Premises shall be identified as follows:

Premises A: Approximately 748 sq. ft. consisting of Office 1E of the Garnet and Gray Hall, 1826 Basse Road, Bexar County, San Antonio, TX, 78213.

Premises B: Approximately 4244 sq. ft. of the first floor of the Garnet and Gray Hall, 1826 Basse Road, Bexar County, San Antonio, TX, 78213 consisting of Classrooms 1-A, 1-B, 1-C, Restrooms A & B, Kitchen, Storage 110 & 104, Offices 1-E, both main Restrooms, and the Reception Desk as indicated on Exhibit B. Parking shall be provided for staff, parents and visitors.

Premises C: Approximately 3918 sq. ft. consisting of the entire third floor of the Garnet and Gray Hall, 1826 Basse Road, Bexar County, San Antonio, TX, 78213 as indicated on Exhibit C.

Premises D: Shared use of the cafeteria, gym, and outdoor play areas (as described in Exhibit D) as mutually agreed by the Landlord and Tenant but not less than daily access for all of Tenant's staff and students, Monday through Saturday.

Rent Consideration:

Premises A: \$ 837.48 paid in Three (3) equal monthly installments of \$279.16, including use of Landlords dumpster. Tenant will also pay 7% of building utilities.

Premises B: \$ 31,568.90 paid in Twenty-two (22) equal monthly installments of \$1,434.95. Tenant will also pay 33% of building utilities.

Premises C: \$ 10,095.00 paid in Ten (10) equal monthly installments of \$ 1009.50. Tenant will also pay 21% of building utilities.

Premises D: \$ 7,704 ^{ML} paid in equal monthly installments of \$ 321.00 ^{ML} ^{BS}

Rent will be prorated for the portion of February 2003 that will be used.

Maintenance Considerations

Tenant shall pay a portion of repairs to the Building equal to the percent of utilities being paid at that point in the lease, not to exceed \$4,000 during a twelve-month period.

Renovation Considerations:

Renovation for the first floor begins after the lease begins.

Tenant will pay two months of the Premises B rent prior to May 1, 2003 as a deposit.

Rent will commence for Premises B on May 1, 2003 and will proceed as defined in the lease agreement.

Tenant will pay no rent for Premises B for March, April, May, or June 2004. Tenant will be responsible for the agreed upon utilities during this time period.

Tenant will pay two months of the Premises C rent prior to May 1, 2004 as a deposit.

Rent will commence on Premises C on May 1, 2004 and will proceed as defined in the lease agreement.

Tenant will pay no rent on Premises C for March, April, May, or June 2005. Tenant will be responsible for the agreed upon utilities during this time period.

Tenant will provide Landlord with proof of all applicable insurance prior to May 1, 2003.

KIPP CHARTER SCHOOL
LUTHERAN HIGH SCHOOL - SAN ANTONIO
SCHEMATIC COST ESTIMATE SUMMARY
1ST FLOOR REMODELING - approx 3600 sf

ONETTO
CONRAD
OPPELT

ARCHITECTS

SPEC	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
01300	General Conditions	2	mo	\$6,000.00	\$12,000
01300	Mobilization	1	allow	\$2,000.00	\$2,000
01300	Bonds	1	allow	\$0.00	\$0
Sub Total Div. 1					\$14,000
02225	Ceiling Demo	1059	sf	\$0.48	\$508
02225	Door Demo	9	ea	\$18.00	\$162
02225	Partition Demo	1946	sf	\$1.70	\$3,308
02225	Flooring Demo	2783	sf	\$0.29	\$807
02225	Plumbing Demo	7	fixture	\$70.00	\$490
02225	HVAC Demo	3	device	\$25.00	\$75
02225	Electrical Demo	17	device	\$25.00	\$425
02225	Haul Off	2	ea	\$250.00	\$500
02225	Dumpster charges	1	ls	\$300.00	\$300
Sub Total Div. 2					\$6,576
03110	Reinstall salvaged doors and frames	4	ea	\$125.00	\$500
03410	Aluminum storefront door	1	ea	\$500.00	\$500
03710	Reinstall Door Hardware - interior doors	4	ea	\$75.00	\$300
Sub Total Div. 3					\$1,300
09255	3 5/8" - 25 ga mtl stud walls w/ 5/8 gwb both sides	546	sf	\$4.00	\$2,184
09511	2 x 4 Acoustical Lay In Clg	2783	sf	\$2.58	\$7,180
09651	Carpet	2783	sf	\$2.00	\$5,566
09651	VCT Flooring	103	sf	\$1.50	\$155
09653	Rubber base	476	lf	\$1.30	\$619
09900	Patch Walls-T,F,T,P	300	sf	\$3.00	\$900
09900	Paint Walls Enamel Paint	5236	sf	\$0.75	\$3,927
Sub Total Div. 9					\$20,530
10100	Liquid Marker & Tack boards	3	ea	\$400.00	\$1,200
10441	Int. Engraved Signs	4	ea	\$50.00	\$200
10801	Toilet Accessories reinstalled	1	allow	\$200.00	\$200
Sub Total Div. 10					\$1,600
15000	Relocate Air Devices on flex	6	device	\$20.00	\$120
15000	New Duct Tap and Air Device	1	device	\$250.00	\$250
15000	HVAC Test & Balance	1	ls	\$2,000.00	\$2,000
15250	Reinstall Existing Toilets	2	ea	\$300.00	\$600
15250	New Lavatories	2	ea	\$1,000.00	\$2,000
Sub Total Div. 15					\$4,970
16000	Relocate Light Fixtures	6	device	\$20.00	\$120
16000	Light Switches	5	each	\$100.00	\$500
16000	Electrical Outlets	15	ea	\$100.00	\$1,500
16000	Telephone Outlets	2	ea	\$100.00	\$200
Sub Total Div. 16					\$2,320
TOTAL					\$44,006.03
10% CONTINGENCY *					\$4,400.60
TOTAL					\$48,406.63
15% OH & P					\$7,260.99
TOTAL CONSTRUCTION COST					\$55,667.63

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KIPP CHARTER SCHOOL
LUTHERAN HIGH SCHOOL - SAN ANTONIO
SCHEMATIC COST ESTIMATE SUMMARY
3rd FLOOR REMODELING - approx 3073 sf

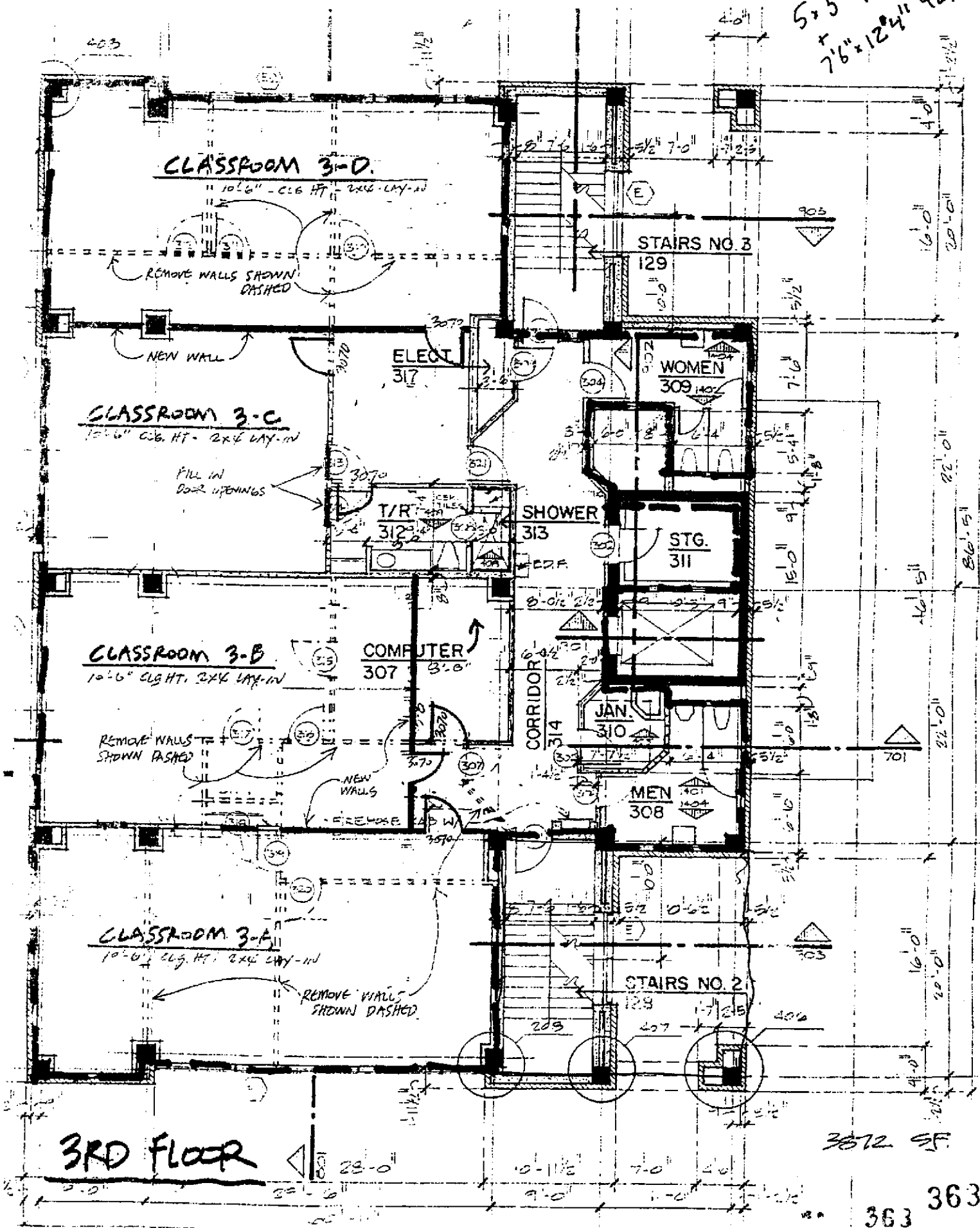
O'NEILL
CONRAD
OPPELT

ARCHITECTS.

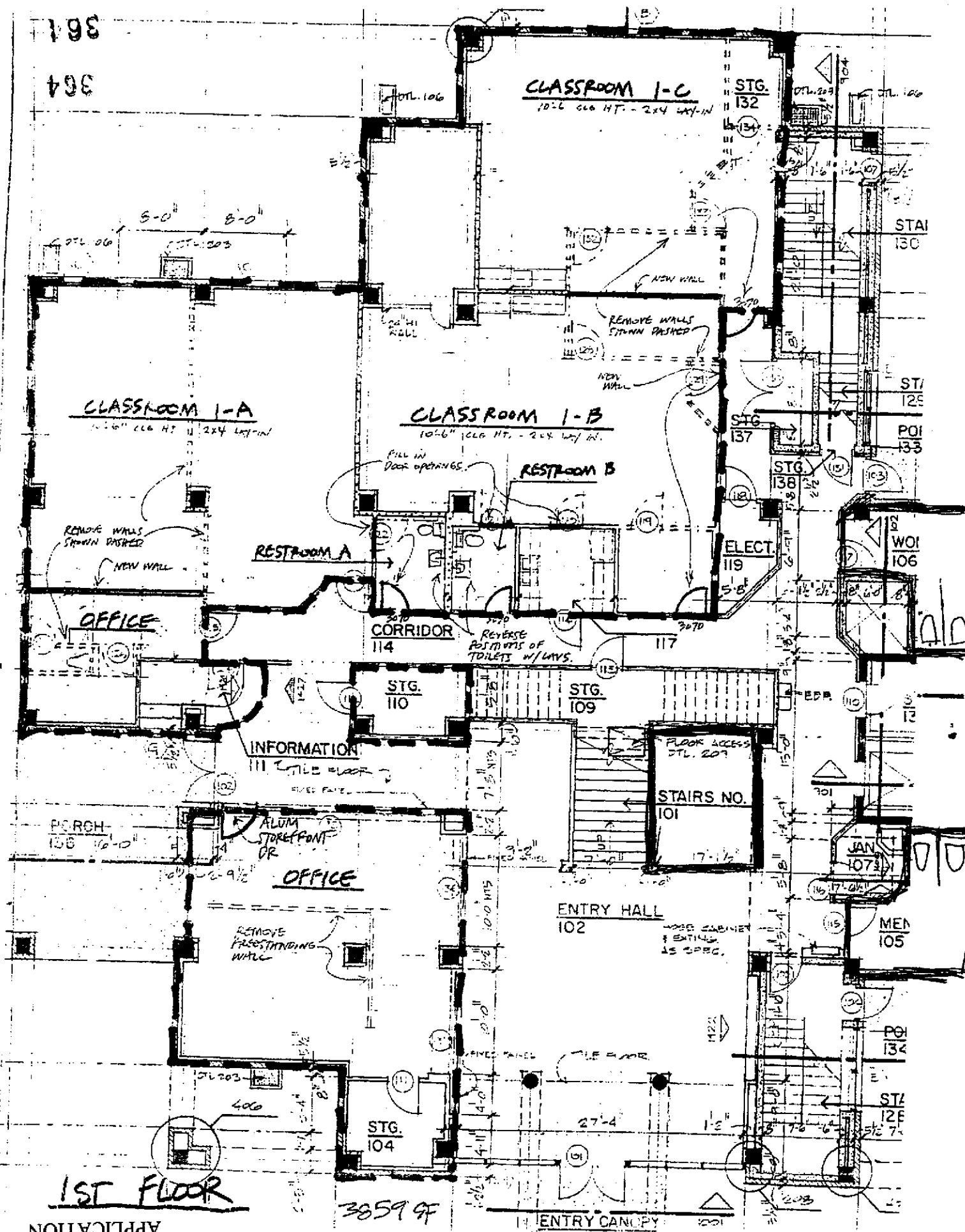
SPEC	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
01300	General Conditions	2 mo		\$7,000.00	\$14,000
01300	Mobilization	1 allow		\$2,000.00	\$2,000
01300	Bonds	1 allow		\$0.00	\$0
	Sub Total DIV. 1				\$16,000
02225	Ceiling Demo	2301 sf		\$0.48	\$1,104
02225	Door Demo	12 ea		\$18.00	\$216
02225	Partition Demo	2464 sf		\$1.70	\$4,189
02225	Flooring Demo	2301 sf		\$0.29	\$667
02225	Plumbing Demo	0 fixture		\$70.00	\$0
02225	HVAC Demo	19 device:		\$25.00	\$475
02225	Electrical Demo	30 device:		\$25.00	\$750
02225	Haul Off	2 ea		\$250.00	\$500
02225	Dumoster charges	1 ls		\$300.00	\$300
	Sub Total DIV. 2				\$8,202
08110	Reinstall salvaged doors and frames	5 ea		\$125.00	\$625
08410	Aluminum storefront door	0 ea		\$500.00	\$0
08710	Reinstall Door Hardware - interior doors	5 ea		\$75.00	\$375
	Sub Total DIV. 3				\$1,000
09255	3 5/8" - 25 ga mtl stud walls w/ 5/8 gwb both sides	1134 sf		\$4.25	\$4,820
09511	2 x 4 Acoustical Lay In Ctg	2301 sf		\$2.58	\$5,937
09651	Carpet	2301 sf		\$2.00	\$4,602
09651	VCT Flooring	0 sf		\$1.50	\$0
09653	Rubber base	464 lf		\$1.30	\$603
09900	Patch Walls-T,F,T,P	210 sf		\$3.00	\$630
09900	Paint Walls	5093 sf		\$0.75	\$3,820
	Sub Total DIV. 9	11503			\$20,411
10100	Liquid Marker & Tack boards	4 ea		\$400.00	\$1,600
10441	Int. Engraved Signs	7 ea		\$50.00	\$350
10801	Toilet Accessories reinstalled	0 allow		\$200.00	\$0
	Sub Total DIV. 10				\$1,950
15000	Relocate Air Devices on flex	19 device:		\$20.00	\$380
15000	New Duct Tap and Air Device	0 device:		\$250.00	\$0
15000	Relocate Thermostat	5 device:		\$250.00	\$1,250
15000	HVAC Test and Balance	1 ls		\$2,000.00	\$2,000
15250	Reinstall Existing Toilets	0 ea		\$300.00	\$0
15250	New Lavatories	0 ea:		\$1,000.00	\$0
	Sub Total DIV. 15				\$3,630
16000	Relocate Light Fixtures	27 device:		\$20.00	\$540
16000	Light Switches	5 ea		\$100.00	\$500
16000	Electrical Outlets	8 ea		\$100.00	\$800
16000	Telephone Outlets	0 ea		\$100.00	\$0
	Sub Total DIV. 16				\$1,840
				TOTAL	\$47,562.60
				10% CONTINGENCY *	\$4,756.26
				TOTAL	\$52,318.86
				15% OH & P	\$7,847.83
				TOTAL CONSTRUCTION COST	\$60,166.69

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5'5"4" 200
7'6"12"4" 925



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APPLICATION

3859 9F

ENTRY CANOPY

230 03 03 04:27p

Attachment 23

Copy of Certificate of Occupancy

No. 165530

CITY OF SAN ANTONIO, TEXAS

Date: 08/20/98

DEPARTMENT OF BUILDING INSPECTIONS

CERTIFICATE OF OCCUPANCY

THIS IS TO CERTIFY that the building located at

Address of Location 1826 BASSE RD Building 800 Suite
Lot No. 6 Block 0 N.C.B. 7172 Zone B

has been inspected and the following occupancy thereof is hereby authorized:

Occupancy Group B Occupant Load 230

Occupant LUTHERAN HIGH SCHOOL ASSOCIATION OF SAN ANTONIO

DBA LUTHERAN HIGH SCHOOL OF SAN ANTONIO

Use of Premises EDUCATION-HIGH SCHOOL


Director of Building Inspections

The Certificate of Occupancy shall be posted in a conspicuous place on the premises and shall not be removed except by the Building Official.

Rev. 3-97

KIPP ASPRE ACADEMY - SAN ANTONIO

Attachment 24

Information on obtaining certificate of occupancy

ATTACHMENT 24



See certificate of occupancy in Attachment 23.

If no certificate of occupancy is included as Attachment 23, provide the following information:

To obtain a certificate of occupancy for KIPP Aspire Academy representatives of KIPP Foundation must contact the following agencies:

Agency 1:

- A) Name of Agency: City of San Antonio
- B) Name of contact person: Florencio Pena
- C) Address of Agency: P.O. Box 839966, San Antonio, Tx 78283
- D) Phone Number for contact person: 210-207-8211
- E) Required Fee: \$ 576.00
- F) Approximate wait time between initial submission of forms and final approval:
4-5 months
- G) Web address (Including Homepage print-out as part of this attachment):
www.sanantonio.gov/dsd
- H) Special requirements for school facility: Certificate of Occupancy
- I) Other pertinent information: _____

Agency 2:

Repeat A-I

Agency 3:

Repeat A-I

DUPLICATE THIS PAGE AS NECESSARY.

Attachment 25

Asbestos Management Plan

APPLICATION



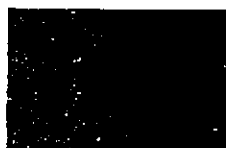
**Raba
Kistner**

Engineers, Geologists, Hygienists and Environmental Scientists

3-YEAR AHERA RE-INSPECTION

OF

LUTHERAN HIGH SCHOOL



Austin, TX



Brownsville, TX



El Paso, TX



Laredo, TX



Las Cruces, NM



McAllen, TX



Mexico



San Antonio, TX

370
370

Engineers, Geologists, Hygienists and Environmental Scientists



Raba-Kistner Consultants, Inc.
12821 W. Golden Lane
P.O. Box 690287, San Antonio, TX 78269-0287
(210) 699-9090 • FAX (210) 699-6426

Project No. ASF98-165-00
October 7, 1998

Mr. Michael A. Miller
Lutheran High School
1826 Basse Road
San Antonio, Texas 78213

Re: 3-Year AHERA Re-Inspection
Lutheran High School

Dear Mr. Miller:

On September 14, 1998, the buildings at Lutheran High School that were known to contain asbestos containing building materials (ACBM) were re-inspected in accordance with 40 CFR 763, Asbestos Containing Materials in Schools.

The inspection was executed by Roxie Faires, an accredited inspector from Raba-Kistner Consultants, Inc. (R-K). The purpose of the inspection was to visit each site of buildings previously identified as containing ACBM and determine if the condition of the ACBM had changed since the last inspection.

Our re-inspection found that some of the ACBM has not changed and other ACBM had been removed since the original inspection in July 1988. Details of this re-inspection are contained within this report.

We appreciate the opportunity to provide these services. If you have any questions concerning this report, please do not hesitate to contact us.

Very truly yours,

RABA-KISTNER CONSULTANTS, INC.

A handwritten signature in cursive script, appearing to read "Roxie Faires".

Roxie Faires
Environmental Scientist

RF/DTM/srw

Copies Submitted: Above (2)

Attachments

A handwritten signature in cursive script, appearing to read "Darryl T. Markland".

Darryl T. Markland, P.E., CIH
Vice President
Director, Environmental Services

APPLICATION

Project No: ASF98-165-00
October 7, 1998

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BACKGROUND INFORMATION

The re-inspection of the Lutheran High School was executed on September 14, 1998 in accordance with 40 CFR Part 763, paragraph 763.85 (b). The original inspection of the campuses was reviewed to obtain locations of the asbestos containing building materials (ACBM), the labeling scheme and the original assessed condition of the materials. The following defines the assessments, fiber release potential and response actions listed for each ACBM remain within the campus' buildings.

- A) AHERA provides several assessment categories, defined within 40 CFR 763.88, for which ACBM may be listed in order to provide continuity for all inspected materials, these are outlined below:
1. Not Damaged
 2. Potential for Damage
 3. Potential for Significant Damage
 4. Damaged (<25% of material damaged,)
 5. Significant Damage (>25% of material damaged)
- B) The potential for the release of future release of asbestos fibers has been addressed within 40 CFR 763. Three (3) categories for potential fiber release are listed below:
1. Low
 2. Moderate
 3. High
- C) 40 CFR 763.90 precedes the inspector with Response Actions (RA) which may be assigned or recommended for each of the ACBM's assessment category. These actions are detailed below:
1. If the ACBM is not damaged, the RA shall be the implementation of the Operations and Maintenance Program (O&M).
 2. If the ACBM has the potential for damage, the RA shall be the implementation of the O&M Program.
 3. If the ACBM has the potential for significant damage, the RA shall include the O&M Program the institution of preventive measures to eliminate the possibility of further fiber releases and the removal of the ACBM as soon as possible.
 4. If the ACBM is damaged, the RA shall include the repair and monitoring of the ACBM for further damage.

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October 7, 1998

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5. If the ACBM significantly damaged, the RA shall include the repair of the ACBM and the removal of the ACBM as soon as possible. Various levels of damage may require the isolation of the area(s) involved.

REINSPECTION FINDINGS

- A. The reinspection of the following facilities was in agreement with the original inspection in that no asbestos containing building materials (ACBM) were noted. Buildings are referenced as in previous inspection report

- (1) Building E Room 500 Portable
- (2) Building F Room 300 Portable
- (3) Building G Room 200 Portable
- (4) Building H Carpenter's Shop

- B. The previously identified ACBM in the following facilities were inspected: and the status of the ACBM provided.

Building A. Before School Learning Center/Print Shop (Luke Hall)

- (1) Laundry Room (Property Offices Storage)

Homogeneous Area 21 Vinyl floor covering - Had been removed since the original inspection.

- (2) Room 75 (Computer Lab)

Homogeneous Area 17 Transite Flue pipe and surrounding panels - Had been removed since the original inspection.

- (3) Room 70 (Art Room) and Print Shop (Teacher's Workroom)

Homogeneous Area 13 Approximately 10 square feet of cemetitious (transite) board in the furnace closets. Remains in place.

Building B. Gymnasium

- (1) Homogeneous Area 17 Approximately 20 linear feet of Flex Connectors on the HVAC units in the attic above gym. Remains in place.
- (2) Homogeneous Area 18 Transite Flue pipe on hot water heater - Had been removed since the original inspection.

Raba-Kistner

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October 7, 1998

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Building C. Two Story Classroom Building

- (1) Homogeneous Area 19 Approximately 80 square feet of Vinyl floor covering in all second floor restrooms. Remains in place.
- (2) Homogeneous Area 13 Approximately 60 square feet of Vinyl floor covering in restrooms of classrooms 111 & 115 (classrooms 110 & 106). Remains in place.

Building D. One Story Classroom Building

- (1) Homogeneous Area 5 Approximately 80 square feet of Vinyl floor covering in restrooms of classrooms 100 - 107 (101 - 109). Remains in place.

The Nehemiah Hall was added to this inspection as this building is assessable to the students. The building was inspected and bulk samples of building materials were collected. Analysis identified the materials as containing greater than 1% asbestos by weight.

Nehemiah Hall

- (1) Homogeneous Area 1 Approximately 2000 square feet of Spray on ceiling material in the Christ Chapel.
- (2) Homogeneous Area 2 Unknown square feet of Wallboard and joint compound in the Christ Chapel.

POTENTIAL FOR FIBER RELEASE

1. Art Room & Teacher's Workroom

A.	<u>Area 13:</u>	Cementitious (transite) board
	Type ACBM:	Miscellaneous
	Physical Condition:	No damage.
	Potential for Fiber release:	Low potential in both Room 70 (Art Room) and Print Shop (Teacher's Workroom)

ASSESSMENT: This material is presently on the Operations and Maintenance Program (O & M) and should remain on the O & M until the material can be removed in conjunction with a renovation project.

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APPLICATION

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October 7, 1998

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2. Gymnasium

B. Area 17: Flex Connectors on the HVAC units in the attic
Type ACBM: Miscellaneous
Physical Condition: No damaged
Potential for Fiber release: Low

ASSESSMENT: This material is presently on the Operations and Maintenance Program (O & M) and should remain on the O & M until the material can be removed in conjunction with a renovation project.

3. Two Story Classroom Building

C. Area 19: Vinyl floor covering in all second floor restrooms.
Type ACBM: Miscellaneous
Physical Condition: No damage.
Potential for Fiber release: Low

Area 13: Vinyl floor covering in restrooms of rooms 111 & 115
Type ACBM: Miscellaneous
Physical Condition: No Damage
Potential for Fiber release: Low

ASSESSMENT: This material is presently on the Operations and Maintenance Program (O & M) and should remain on the O & M until the material can be removed in conjunction with a renovation project

4. One Story Classroom Building

D. Area 5: Vinyl floor covering in restrooms of rooms 100- 107
Type ACBM: Miscellaneous
Physical Condition: No Damage
Potential for Fiber release: Low

ASSESSMENT: This material is presently on the Operations and Maintenance Program (O & M) and should remain on the O & M until the material can be removed in conjunction with a renovation project.

5. Nehemiah Hall

E. Area 1: Spray on ceiling material in Chapel
Type ACBM: Surfacing
Physical Condition: No Damage
Potential for Fiber release: Low

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APPLICATION

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October 7, 1998

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ASSESSMENT This material should be placed on the Operations and Maintenance Program (O & M) and should remain on the O & M until the material can be removed in conjunction with a renovation project.

<u>Area 2:</u>	Wallboard and joint compound in kitchen of the Chapel
Type ACBM:	Miscellaneous
Physical Condition:	No Damage
Potential for Fiber release:	Low

ASSESSMENT: This material should be placed on the Operations and Maintenance Program (O & M) and should remain on the O & M until the material can be removed in conjunction with a renovation project.

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Raba-Kistner

Project No. ASF98-165-00
October 7, 1998

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AHERA RE-INSPECTION

LUTHERAN HIGH SCHOOL

SCHEME BLDG. #/ AREA #	BUILDING NAME	LOCATION	MATERIAL INSPECTED	1988 ASSESSMENT	ASSESSMENT	1998	RECOMMENDED RESPONSE ACTION
						RE-INSPECTION POTENTIAL FOR FIBER RELEASE	
A/21	Luke Hall	Property Offices Storage	Vinyl floor covering	No Damage	Abated	N/A	N/A
A/13	Luke Hall	Teacher's Workroom	Transite Panels	No Damage	No Damage	Low	Abate/O & M
A/13	Luke Hall	Art Room	Transite Panels	No Damage	No Damage	Low	Abate/O & M
A/17	Luke Hall	Computer Lab	Transite Flue pipe and panels	No Damage	Abated	N/A	N/A
B/17	Gymnasium	Attic	Flex Connectors	No Damage	No Damage	Low	Abate/O & M
B/18	Gymnasium	Storage Room	Flue Pipe	No Damage	Abated	N/A	N/A
C/19	Two Story Classroom	2nd Floor restrooms	Vinyl floor covering	No Damage	No Damaged	Low	Abate/O & M
C/13	Two Story Classroom	Restrooms Classrooms 110 & 106	Vinyl floor covering	No Damage	No Damage	Low	Abate/O & M
D/5	One Story Classroom	Classrooms 101 - 109	Vinyl floor covering	No Damage	No Damage	Low	Abate/O & M

REDEFINITION

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October 7, 1998

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ASHERA INSPECTION OF THE NEHEMIAH HALL

LUTHERAN HIGH SCHOOL

SCHEME BLDG. # / AREA #	BUILDING NAME	LOCATION	MATERIAL INSPECTED	1998 ASSESSMENT	1998 - INSPECTION POTENTIAL FOR FIBER RELEASE	RECOMMENDED RESPONSE ACTION
E/1	Nehemiah Hall	Chapel	Spray on Ceiling	No Damage	No Damage	Abate/O & M
E/7	Nehemiah Hall	Kitchen	Wallboard & Joint Compound	No Damage	No Damage	Abate/O & M

APPLICATION

Raba-Kistner

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APPLICATION

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Kistner**

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Austin, TX
Raba-Kistner-Brytest
Consultants, Inc.
8200 Cameron Road, Suite C-154
Austin, Texas 78754
(512) 339-1745 • FAX (512) 339-6174

Laredo, TX
Raba-Kistner
Consultants, Inc.
3910 E. Saunders Road
Laredo, Texas 78041
(956) 724-7339 • FAX (956) 724-8849

Mexico
Raba-Kistner
Consultores de Mexico, S.A. de C.V.
Paseo T. de la República 4020-8
Apartado 282
23312 Cd. Juárez, Chih.
(90-16) 28-47-00

Brownsville, TX
Raba-Kistner
Consultants, Inc.
1050 McIntosh, Suite 4
Brownsville, Texas 78521
(956) 504-9777 • FAX (956) 504-9763

Las Cruces, NM
Raba-Kistner (SW)
Consultants (SW), Inc.
2141 Hammerand Court, Suite D
Las Cruces, New Mexico 89001
(505) 532-0879 • FAX (505) 532-0881

El Paso, TX
Raba-Kistner (SW)
Consultants (SW), Inc.
7002 Commerce
El Paso, Texas 79915
(915) 778-5233 • FAX (915) 779-8301

McAllen, TX
Raba-Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487

San Antonio, TX (Corporate)
Raba-Kistner
Consultants, Inc.
12821 W. Golden Lane
P.O. Box 690287
San Antonio, Texas 78269-0287
(210) 699-9090 • FAX (210) 689-6426

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Attachment 26

Information on obtaining an asbestos management plan

ATTACHMENT 26

APPLICATION

☐ See asbestos management plan in Attachment 25.

If no asbestos management plan is included as attachment 25, provide the following information:

To obtain an asbestos management plan for KIPP Aspire Academy, representatives of KIPP Foundation must contact the following:

- A) Name of organization: MACTEC Engineering & Consulting, Inc.
- B) Name of contact person: Bruce Petzold
- C) Address of Organization: 5500 Guhn Road, Houston, Texas
- D) Phone Number for contact person: 713.939.8444
- E) Required Fee: Presently developing a proposal for the management plan.
- F) Approximate wait time between initial contact and receipt of plan:
Two to four weeks.
- G) Web address (Including Homepage print-out as part of this attachment):
www.mactec.com
- H) Special requirements for school facility: Develop an asbestos management plan as per the AHERA requirements.
- I) Print out of Information from Federal web page.
- J) Other pertinent Information.

COPYRIGHT MATERIAL

1 page has 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.

APPLICATION

[Code of Federal Regulations]
 [Title 40, Volume 27]
 [Revised as of July 1, 2002]
 From the U.S. Government Printing Office via GPO Access
 [CITE: 40CFR763]

[Page 671-766]

TITLE 40--PROTECTION OF ENVIRONMENT

CHAPTER I--ENVIRONMENTAL PROTECTION AGENCY (CONTINUED)

PART 763--ASBESTOS

Subparts A-C [Reserved]

Subpart D [Reserved]

Subpart E--Asbestos-Containing Materials in Schools

Sec.

- 763.80 Scope and purpose.
- 763.83 Definitions.
- 763.84 General local education agency responsibilities.
- 763.85 Inspection and reinspections.
- 763.86 Sampling.
- 763.87 Analysis.
- 763.88 Assessment.
- 763.90 Response actions.
- 763.91 Operations and maintenance.
- 763.92 Training and periodic surveillance.
- 763.93 Management plans.
- 763.94 Recordkeeping.
- 763.95 Warning labels.
- 763.97 Compliance and enforcement.
- 763.98 Waiver; delegation to State.
- 763.99 Exclusions.

Appendix A to Subpart E--Interim Transmission Electron Microscopy
 Analytical Methods--Mandatory and Nonmandatory--and Mandatory
 Section to Determine Completion of Response Actions

Appendix B to Subpart E [Reserved]

Appendix C to Subpart E--Asbestos Model Accreditation Plan

Appendix D to Subpart E--Transport and Disposal of Asbestos Waste

Appendix E to Subpart E--Interim Method of the Determination of Asbestos
 In Bulk Insulation Samples

Subpart F [Reserved]

Subpart G--Asbestos Worker Protection

- 763.120 What is the purpose of this subpart?
- 763.121 Does this subpart apply to me?
- 763.122 What does this subpart require me to do?
- 763.123 May a State implement its own asbestos worker protection plan?

Subpart H [Reserved]

Subpart I--Prohibition of the Manufacture, Importation, Processing, and
 Distribution in Commerce of Certain Asbestos-Containing Products;

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Labeling Requirements

APPLICATION

763.160 Scope.
 763.163 Definitions.
 763.165 Manufacture and importation prohibitions.
 763.167 Processing prohibitions.
 763.169 Distribution in commerce prohibitions.
 763.171 Labeling requirements.
 763.173 Exemptions.
 763.175 Enforcement.
 763.176 Inspections.
 763.178 Recordkeeping.
 763.179 Confidential business information claims.

Authority: 15 U.S.C. 2605, 2607(c), 2643, and 2646.

Subparts A-D [Reserved]

Subpart E--Asbestos-Containing Materials in Schools

Source: 52 FR 41846, Oct. 30, 1987, unless otherwise noted.

Sec. 763.80 Scope and purpose.

(a) This rule requires local education agencies to identify friable and nonfriable asbestos-containing material (ACM) in public and private elementary and secondary schools by visually inspecting school buildings for such materials, sampling such materials if they are not assumed to be ACM, and having samples analyzed by appropriate techniques referred to in this rule. The rule requires local education agencies to submit management plans to the Governor of their State by October 12, 1988, begin to implement the plans by July 9, 1989, and complete implementation of the plans in a timely fashion. In addition, local education agencies are required to use persons who have been accredited to conduct inspections, reinspections, develop management plans, or perform response actions. The rule also includes recordkeeping requirements. Local education agencies may contractually delegate their duties under this rule, but they remain responsible for the proper performance of those duties.

[[Page 672]]

Local education agencies are encouraged to consult with EPA Regional Asbestos Coordinators, or if applicable, a State's lead agency designated by the State Governor, for assistance in complying with this rule.

(b) Local education agencies must provide for the transportation and disposal of asbestos in accordance with EPA's "Asbestos Waste Management Guidance." For convenience, applicable sections of this guidance are reprinted as Appendix D of this subpart. There are regulations in place, however, that affect transportation and disposal of asbestos waste generated by this rule. The transportation of asbestos waste is covered by the Department of Transportation (49 CFR part 173, subpart J) and disposal is covered by the National Emissions Standards for Hazardous Air Pollutants (NESHAP) (40 CFR part 61, subpart M).

Sec. 763.83 Definitions.

For purposes of this subpart:

Act means the Toxic Substances Control Act (TSCA), 15 U.S.C. 2601,

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Attachment 27

List of School Districts from which Students Will Be Accepted

KIPP Aspire Academy

APPLICATION

List of School Districts from which students will be accepted:

1. San Antonio ISD
2. North East ISD
3. Northside ISD
4. Somerset ISD
5. Edgewood ISD
6. Harlandale ISD
7. South San Antonio ISD
8. Southside ISD
9. Southwest ISD
10. Judson ISD
11. East Central ISD

Attachment 28

Return Receipts for Mailing of Impact Statements

Name	District	Address	Address 2
Dr. Middleton and Bill McCabe	North East Independent School District	8961 Tesoro Drive	San Antonio, Texas 78217
Dr. Folks and Ms. Chumbley	Northside Independent School District	5900 Evers	San Antonio, TX 78238-1699
Dr. Olivarez and Dr. Trevino	San Antonio Independent School District	141 Lavaca Street	San Antonio, TX 78210
Mr. Patterson and Larry Biggers	East Central Independent School District	6634 New Sulphur Springs Road	San Antonio, Texas 78263
Dr. Gonzalez and Ramiro Nava	Edgewood Independent School District	5358 West Commerce	San Antonio, TX 78237-1354
Mr. Zavala and Mrs. Gracie Acuna	Harlandale Independent School District	102 Genevieve Street	San Antonio, TX 78214
Dr. Zolkoski and Jeanette Rachuig	Judson Independent School District	8012 Shin Oak Drive	San Antonio, Texas 78233
Dr. Shelton and Mr. Casias	Somerset Independent School District	19644 Somerset Road / P.O. Box 279	Somerset, Texas 78069
Dr. Cortez and Manuel R. Lopez	South San Antonio Independent School District	2515 Bobcat Lane	San Antonio, TX 78224
Dr. Herrick and Jim Lopez	Southside Independent School District	1460 Martinez-Losoya Road	San Antonio, Texas 78221
Dr. Anthony and Mike Frazier	Southwest Independent School District	11914 Dragon Lane	San Antonio, Texas 78252

APPLICATION

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- 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>[Signature]</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery MAR 06 2003 D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below:	
1. Article Addressed to: Dr. Middleton and Bill McCabe North East Independent School District 8961 Tesoro Drive San Antonio, Texas 78217		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes	
2. Article Number (Transfer from service label) 7002 3150 0003 9863 2328			
PS Form 3811, August 2001		Domestic Return Receipt 102595-02-M-1540	

APPLICATION

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- 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>[Signature]</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery 2/6/03 D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below:	
1. Article Addressed to: Dr. Folks and Ms. Chumbley Northside Independent School District 5900 Evers San Antonio, TX 78238-1699		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes	
2. Article Number (Transfer from service label) 7002 3150 0003 9863 2335			
PS Form 3811, August 2001		Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- 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>[Signature]</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery 3/10/03 D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below:	
1. Article Addressed to: Dr. Olivarez and Dr. Trevino San Antonio Independent School District 141 Lavaca Street San Antonio, TX 78210		3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D. 4. Restricted Delivery? (Extra Fee) ☐ Yes	
2. Article Number (Transfer from service label) 7002 3150 0003 9863 2342			
PS Form 3811, August 2001		Domestic Return Receipt 102595-02-M-1540	

389

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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:

Mr. Patterson and Larry Biggers
East Central Independent School
District
6634 New Sulphur Springs Road
San Antonio, Texas 78263

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 2359

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Dorothy Pippin* ☐ Agent ☒ Addressee

B. Received by (Printed Name)

Dorothy Pippin

C. Date of Delivery

3-6-03

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

APPLICATION

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:

Dr. Gonzalez and Ramiro Nava
Edgewood Independent School
5358 West Commerce
San Antonio, TX 78237-1354

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 2366

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Virginia I. Mireles* ☐ Agent ☒ Addressee

B. Received by (Printed Name)

Virginia I. Mireles

C. Date of Delivery

3-6

D. Is delivery address different from item 1? ☐ YesIf 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:

Mr. Zavala and Mrs. Gracie Acuna
Harlandale Independent School District
102 Genevieve Street
San Antonio, TX 78214

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 2373

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Lopez* ☐ Agent ☒ Addressee

B. Received by (Printed Name)

Lopez

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf 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:

Dr. Zolkoski and Jeanette Rachuig
Judson Independent School District
8012 Shin Oak Drive
San Antonio, Texas 78233

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 2380

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

ALLOPEZ

C. Date of Delivery

03/06/03

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 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. Shelton and Mr. Casias
Somerset Independent School District
19644 Somerset Road / P.O. Box 279
Somerset, Texas 78069

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 2397

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Estancia Orsco

C. Date of Delivery

3-10-03

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:

Dr. Cortez and Manuel R. Lopez
South San Antonio ISD
2515 Bobcat Lane
San Antonio, TX 78224

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 2403

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

E TOYVES

C. Date of Delivery

3-6-03

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

391
391

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. Herrick and Jim Lopez
Southside Independent School District
1460 Martinez-Losoya Road
San Antonio, Texas 78221

2. Article Number

(Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Lisa Ganga*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

USA GANZA

C. Date of Delivery

3-6-03

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

7002 3150 0003 9863 2410

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. Anthony and Mike Frazier
Southwest Independent School District
11914 Dragon Lane
San Antonio, Texas 78252

2. Article Number

(Transfer from service label)

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

MAR 06 2003

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

7002 3150 0003 9863 2427

Superintendent Name	School	Address	City State	Zip
Dr. Tonja Simpson and Pamela Bradley-White	ACADEMY OF CAREERS AND TECHNOLOGIES Charter School	807 S Roosevelt	San Antonio, TX	78210
Lecester Bill Allen and Andrew Kuehner	BEXAR COUNTY ACADEMY	1485 Hillcrest Dr, Unit A	San Antonio, TX	78228
Willie J Clark	CAREER PLUS LEARNING ACADEMY	1731 S WW White Rd	San Antonio, TX	78220
Dr. Don Moore & Mario Rodriguez	EAGLE PROJECT (SAN ANTONIO)	937 W Magnolia	San Antonio, TX	78201
Barbara Hawkins	GEORGE GERVIN ACADEMIES	6903 Sunbelt Dr S	San Antonio, TX	78216
Robert I. Lopez	GEORGE I SANCHEZ CHARTER H S SAN ANTONIO BRANCH	436 S Main	San Antonio, TX	78204
Jacquelyn R. Darby	GUARDIAN ANGEL PERFORMANCE ACADEMY	2361 Austin Hwy	San Antonio, TX	78218
Claudette Yarbrough	HIGGS, CARTER, KING GIFTED & TALENTED CHARTER ACAD	210 St. Ann's Street	San Antonio, TX	78201
Mr. Ken Messick and Deborah Goering	JOHN H WOOD CHARTER SCHOOL ST FRANCIS ACADEMY	3201 Cherry Ridge, Suite C31	San Antonio, TX	78230
Tom Koger and Richard Tondre	JUBILEE ACADEMIC CENTER	2931 S WW White	San Antonio, TX	78222
Frances J Teran	LA ESCUELA DE LAS AMERICAS	2300 W Commerce, Suite 201	San Antonio, TX	78207
Alfredo Segura and Trina Cardenas	NEW FRONTIERS CHARTER SCHOOL	4018 S Presa St	San Antonio, TX	78223
Joseph Rendon	POR VIDA ACADEMY	1135 Mission Rd	San Antonio, TX	78210
Arturo Suarez	POSITIVE SOLUTIONS CHARTER SCHOOL	1325 N Flores	San Antonio, TX	78212
Dr. Cheryl A. Washington and Leon Tanner	RADIANCE ACADEMY OF LEARNING (WEST LAKE CAMPUS)	1305 SW Loop 410, Ste 2	San Antonio, TX	78227
Mr. Roger Guevara	SAN ANTONIO CAN! HIGH SCHOOL	502 E South Cross	San Antonio, TX	78214
Dr. Mary Frances Angello	SAN ANTONIO SCHOOL FOR INQUIRY & CREATIVITY	4618 San Pedro Ave Ste 2	San Antonio, TX	78212
Mr. Henry Egeolu	SAN ANTONIO TECHNOLOGY ACADEMY	519 N. Medina	San Antonio, TX	78205
Dr. Linda S. Britton	SCHOOLS OF EXCELLENCE IN EDUCATION	802 Oblate	San Antonio, TX	78216
Raul Garcia	SENDERO PREPARATORY ACADEMY	5408 Daughtry	San Antonio, TX	78238
Gary Short	SOUTHWEST PREPARATORY SCHOOLS	1248 Austin Hwy, #220	San Antonio, TX	78209

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. Tonja Simpson and Pamela
Bradley-White
ACADEMY OF CAREERS AND
TECHNOLOGIES CHARTER
SCHOOL
807 S Roosevelt
San Antonio, TX 78210

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 0676

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*☐ Agent☐ Addressee

B. Received by (Printed Name)

Keith Stewart

C. Date of Delivery

*3/5/13*D. Is delivery address different from item 1? ☐ YesIf 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:

Leicester Bill Allen and Andrew Kuehner
BEXAR COUNTY ACADEMY
1485 Hillcrest Dr, Unit A
San Antonio, TX 78228

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 0614

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Nancy S. Benavides*☒ Agent☐ Addressee

B. Received by (Printed Name)

N. Benavides

C. Date of Delivery

*3-16-03*D. Is delivery address different from item 1? ☐ YesIf 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:

Willie J Clark
CAREER PLUS LEARNING ACADEMY
1731 S WW White Rd
San Antonio, TX 78220

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Monica Diaz*☐ Agent☐ Addressee

B. Received by (Printed Name)

Monica Diaz

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf 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

7002 3150 0003 9863 0799

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

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. Don Moore & Mario Rodriguez
EAGLE PROJECT (SAN ANTONIO)
937 W Magnolia
San Antonio, TX 78201

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Frances Gaffney*☐ Agent☐ Addressee

B. Received by (Printed Name)

Frances Gaffney

C. Date of Delivery

*6 MAR 03*D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

APPLICATION

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☒ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7002 3150 0003 9863 0751

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

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:

Robert I. Lopez
GEORGE I SANCHEZ CHARTER H S
SAN ANTONIO BRANCH
436 S Main
San Antonio, TX 78204

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Hennietta Juane*☐ Agent☐ Addressee

B. Received by (Printed Name)

Hennietta Juane

C. Date of Delivery

*3/1/03*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

7002 3150 0003 9863 0690

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 0690

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

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:

Barbara Hawkins
GEORGE GERVIN ACADEMY
6903 Sunbelt Dr S
San Antonio, TX 78216

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Pat Arnes*☒ Agent☐ Addressee

B. Received by (Printed Name)

PAT LOZANO

C. Date of Delivery

*3/10/03*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

7002 3150 0003 9863 0720

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

395

395

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:

Jacquelyn R. Darby
GUARDIAN ANGEL PERFORMANCE
ACADEMY
2361 Austin Hwy
San Antonio, TX 78218

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 0775

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*
service
9-10-03

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

9-10-03
3-10-03

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 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:

Claudette Yarbrough
HIGGS, CARTER, KING GIFTED &
TALENTED CHARTER ACAD
210 St. Ann's Street
San Antonio, TX 78201

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 0706

PS Form 3811, August 2001

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*
Teresa Casner

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Teresa Casner
3-6-03

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:

Mr. Ken Messick and Deborah Goering
JOHN H WOOD CHARTER SCHOOL
ST FRANCIS ACADEMY
3201 Cherry Ridge, Suite C315
San Antonio, TX 78230

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 0812

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*
Lora Simmons

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Lora Simmons
3/7/03

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

396

396

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- 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:

Frances J Teran
LA ESCUELA DE LAS AMERICAS
2300 W Commerce, Suite 201
San Antonio, TX 78207

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 0782

PS

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:

Alfredo Segura and Trina Cardenas
NEW FRONTIERS CHARTER
SCHOOL
4018 S Presa St
San Antonio, TX 78223

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 0737

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Esther Dumas*
☐ Agent

☐ Addressee

B. Received by (Printed Name)

Esther Dumas

C. Date of Delivery

3-6-03

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Mary Ann O'Brien*
☐ Agent

☐ Addressee

B. Received by (Printed Name)

Mary Ann O'Brien

C. Date of Delivery

3/6/03

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

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- 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:

Joseph Rendon
POR VIDA ACADEMY
1135 Mission Rd
San Antonio, TX 78210

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 0652

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Joseph Rendon*
☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3/7/03

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

397

397

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:

Arturo Suarez
POSITIVE SOLUTIONS CHARTER
SCHOOL
1325 N Flores
San Antonio, TX 78212

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 0669

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Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Yolanda Acosta

☐ Agent☐ Addressee

B. Received by (Printed Name)

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

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- 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. Cheryl A. Washington and Leon
Tanner
RADIANCE ACADEMY OF LEARNING
(WEST LAKE CAMPUS)
1305 SW Loop 410, Ste 2
San Antonio, TX 78227

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 0621

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Douglas Perry

☐ Agent☐ Addressee

B. Received by (Printed Name)

DOUGLAS PERRY

C. Date of Delivery

3/6

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:

Mr. Roger Cuévara
SAN ANTONIO CAN! HIGH SCHOOL
-502 E South Cross
San Antonio, TX 78214

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 0768

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Chae Poveesh

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3-9-03

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

398

398

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. Mary Frances Angello
SAN ANTONIO SCHOOL FOR
INQUIRY & CREATIVITY
4618 San Pedro Ave Ste 2
San Antonio, TX 78212

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 0744

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *D. Brien*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

D. Brien

C. Date of Delivery

3/10/03

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

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- 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. Linda S. Britton
SCHOOLS OF EXCELLENCE IN
EDUCATION
802 Oblate
San Antonio, TX 78216

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 0713

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *Valerie K...*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Valerie K...

C. Date of Delivery

3/7/03

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:

Raul Garcia
SENDERO PREPARATORY
ACADEMY
5408 Daughtry
San Antonio, TX 78238

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 0683

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *Rebecca A. Jones*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Rebecca A. Jones

C. Date of Delivery

3-6-07

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

395

399

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:

Gary Short
SOUTHWEST PREPARATORY
SCHOOLS
1248 Austin Hwy, #220
San Antonio, TX 78209

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 0645

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Frank Young

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Frank Young

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 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:

Tom Koger and Richard Tondre
JUBILEE ACADEMIC CENTER
2931 S WW White
San Antonio, TX 78222

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

T. Martinez

☐ Agent

☐ Addressee

B. Received by (Printed Name)

T. MARTINEZ

C. Date of Delivery

03-17-02

D. Is delivery address different from item 1?

☐ No

4434 Rolando

SAN ANTONIO, TEXAS, 78222

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7002 3150 0003 9863 0805

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:

Mr. Henry Egeolu
SAN ANTONIO TECHNOLOGY
ACADEMY
519 N. Medina
San Antonio, TX 78205

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

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

2. Article Number

(Transfer from service label)

7002 3150 0003 9863 0638

Attachment 29
Applicant Checklist

KIPP Aspire Academy
Proposed Ninth Generation Charter School Name

KIPP Foundation
Sponsoring Entity Name

APPLICATION

REVISED ATTACHMENT 29 - APPLICANT CHECKLIST

This list **MUST** be used by each applicant to ensure all sections of the application are included and complete.

- ☒ Coversheet (2-page form) See application, pages 98-99.
☒ Table of Contents

QUESTIONS – All questions in each section must be answered completely. See application, pages 99-114.

- ☒ 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

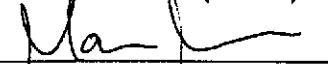
ATTACHMENTS – See specific requirements for each attachment in the questions and on the attachment list on page 93.

- ☒ 1 Biographical Affidavits
☒ 2 Organizational Chart
☒ 3 Salary Schedules for School Officers, Teachers, and Other Instructional Staff
☒ 4 501c 3 Determination Letter from IRS
☒ 5 Articles of Incorporation filed with the Texas Secretary of State (Not Certificate of Incorporation)
☒ 6 Bylaws
☒ 7 Certificate of Incorporation or Certificate of Existence
☒ 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 Accounting Policies and Business Procedures Handbook
☒ 20 Proposed Monthly Status Report
☒ 21 School Calendar
☒ 22 Lease Agreement
☒ 23 Copy of Occupancy Certificate
☒ 24 Information on obtaining certificate of occupancy
☒ 25 Asbestos Management Plan
☒ 26 Information on obtaining an asbestos management plan
☒ 27 List of School Districts from which Students Will Be Accepted
☒ 28 Return Receipts for Mailing of Impact Statements
☒ 29 Applicant Checklist

Items are checked to indicate their inclusion in proper order in all 10 copies submitted to TEA as verified by the following:

Marni Mohr

PREPARER NAME (TYPED)

 3-24-03
SIGNATURE OF PREPARER/DATE

Michael Feinberg

NAME OF CEO OF SPONSORING ENTITY (TYPED)

 3-20-03
SIGNATURE OF CEO OF SPONSORING ENTITY/DATE

Appendix A

British Inspection Protocol

KIPP®

APPLICATION



HANDBOOK
for the
SELF-EVALUATION
and
INSPECTION
of
KIPP SCHOOLS

About KIPP

The Knowledge Is Power Program (KIPP) began in 1994 when Mike Feinberg and Dave Levin completed their two-year commitment with Teach For America in the Houston Independent School District and launched KIPP as a fifth-grade program at Garcia Elementary School on the north side of Houston. Their students' academic success and interest in learning inspired Feinberg and Levin to expand the program beyond one classroom. The following year, Feinberg opened a KIPP Academy in Houston, and Levin founded a KIPP Academy in the South Bronx. Today, seven years later, both are nationally recognized outstanding schools. Their noteworthy achievements include:

- KIPP Academy Houston has been named a Texas Exemplary School in each of its first six years of operation.
- KIPP Academy New York is consistently one of the highest performing middle schools in the Bronx.
- KIPP Academy Houston students consistently receive the highest ratings on the Texas Assessment of Academic Skills.
- 99% of KIPP graduates attend college preparatory high schools.

The achievements of the first two KIPP Schools captured considerable national attention. In 2000, Doris and Donald Fisher, founders of The Gap, formed a unique partnership with Feinberg and Levin to replicate the success of these schools. Following their belief that great schools need great leaders, Feinberg, Levin and the Fishers created a new organization to recruit, select and train educators who would plan, open and lead their own KIPP schools. Today, the KIPP School Leadership Program provides aspiring school leaders with the knowledge, skills, and support needed to successfully establish high performing public schools. Five KIPP schools operated during the 2001-2002 school year and ten more schools have opened to new students in 2002-2003.

About Cambridge Education Associates

Cambridge Education Associates (CEA) is one of the largest inspection contractors in the United Kingdom, coordinating nearly 400 full school inspections per year. CEA has completed more than 3,000 inspections since the Office for Standards in Education (OFSTED), officially the Office of Her Majesty's Chief Inspector of Schools in England, was established by Parliament on September 1, 1992.

OFSTED's role is to improve standards of achievement and the quality of British education through regular independent inspection and public reporting. OFSTED's principal task is the management of the system of school inspection defined originally by the Education (Schools) Act 1992. This provides for the regular inspection of all 24,000 schools in England which are wholly or mainly state-funded. This tradition of British school inspection dates back to the mid-nineteenth century. Previously conducted by government employees, inspection after 1992 shifted to independent inspection companies chosen by competitive bid.

CEA has designed a school inspection protocol for KIPP schools, trained KIPP school leaders and foundation staff in its application, and leads an annual series of inspections of KIPP schools and their affiliates. These inspections provide individual schools with a continuous agenda for improvement and afford the KIPP Foundation with an expert overview of the various stages of development of their schools.

HANDBOOK
for the
SELF-EVALUATION
and
INSPECTION
of
KIPP SCHOOLS

CONTENTS

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1. OVERVIEW

PURPOSE

This handbook makes clear the criteria for evaluating the work of KIPP schools. It is designed to be useful to schools as a planning tool as well as to inspection teams that are judging the schools' progress. The criteria for learning and teaching draw heavily on those used in the inspection of schools in England by the Office for Standards in Education. These standards have been refined over more than a century of practice. The criteria for leadership are an abridged set of standards from within the KIPP School Leadership Program, the three-year training sequence that provides a new cohort of school principals each year.

Inspectors employ these criteria to identify strengths and areas for improvement so that schools may raise the quality of education they provide. Each inspection provides an independent, expert view of the school. Inspectors tell the school what it does well and what it needs to do to become better.

The inspection is not intended to be an isolated hurdle that schools periodically endure and then ignore. Schools build action plans as a response to the inspection team's final report. These plans guide continuous improvement and change in the school and serve as the basis for subsequent evaluations, whether internal or external. The key to school improvement does not rest with inspections, but with ongoing self-evaluation strengthened by external feedback.

Team evaluations cluster around **four** key inspection points as outlined below and discussed in the following sections:

1. Learning
 - Attainment and improvement
 - Quality of learning
 - Personal character development
2. Teaching
 - Quality of teaching
 - Curriculum and programs
 - Personal care of students
3. Leadership
 - Academic leadership
 - Operations management
 - Community development
 - Organizational leadership and culture
4. KIPP's Five Pillars
 - High Expectations
 - Choice and Commitment
 - More Time
 - Power to Lead
 - Focus on Results

The inspection does not evaluate in detail all aspects of the school. Inspectors broadly cover the four key points above and then focus in depth on particular school strengths as well as areas that require attention and improvement. These concentrations are discussed and agreed upon with the school leader during the lead inspector's pre-visit and during the inspection itself.

The KIPP Foundation reviews the final inspection report as one important source of evidence to help determine the status of its schools and protect the KIPP name and trademark. Inspection data and judgments also contribute to the overall development of KIPP schools through the identification and dissemination of good practice.

1. OVERVIEW

STAGES

Each school inspection is undertaken in **three** stages during a given school year:

1. **Pre-Inspection**-The Lead Inspector and one or more representatives from KIPP National (Regional Guide, Director of Evaluation) spend two days at the school several months prior to the inspection itself. The inspector has already read background information provided by the school or available on its web site. The school provides additional materials during the visit including such school documents as test results, marketing brochures, strategic plans, and curriculum frameworks. The lead inspector uses all of this information to establish a context for the school and to begin to identify areas for more intense scrutiny during the actual inspection.

The lead inspector spends time in the school to get a feel for its atmosphere and routines. He or she visits a few lessons, meets with teachers and staff, and talks with students. A meeting time is scheduled to talk with a representative sample of the school's parents. The inspector is very interested to find out the parents' views about the school. There are numerous conversations with the school leader, as well as one with representatives from the board. At the end of the two days, the staff and the school board are clear about what will take place in the second and third stages and how they will be involved.

The inspector and the school leader continue their developing dialogue in the gap between the pre-inspection visit and the inspection. Materials and schedules are exchanged, and the school leader helps with the inspection team's logistics. The inspector writes a brief narrative about the school with the help of its leader and shares that information, as well as a collection of school materials, with the rest of the team. Everyone arrives from England with a good understanding of the school and ready to inspect.

2. **Inspection**-The inspection lasts two and one-half days. The inspectors deliberate on the third afternoon with feedback to the school on the fourth morning. The team consists of three Cambridge Education Associates' inspectors, supported and monitored by representatives of KIPP National. KIPP National staff participates in the inspection to ensure that the process is valuable and comfortable for the school but does *not* contribute to the inspection team's judgments in order to preserve their independence.

All of the inspectors are involved in the following activities under the direction of the lead inspector. Students and teachers are observed at work in classrooms and other areas of the school. Discussions are scheduled with staff members, especially those with management responsibilities. Conversations are held with students to assess, for example, their understanding and knowledge of different subjects and their life at school.

Inspectors also examine the school's curriculum frameworks and individual teachers' lesson plans. All records of internal and external examination results are reviewed as well as any other measures of attainment and improvement used by the school. Inspectors are particularly interested in studying samples of students' work, especially those that have been marked and returned with feedback and suggestions for improvement.

3. **Report**-The team provides feedback to the school leader and whomever else the leader designates at a meeting the morning after the inspection. The feedback goes into considerable detail while focusing on school strengths and areas for improvement. A written report is sent to the school leader for review and then to KIPP National within a month of the inspection.

2. KEY POINTS **LEARNING, TEACHING, LEADERSHIP, and FIVE PILLARS**

One fundamental question dominates every inspection: How well is the school doing and why? In order to answer that question as accurately as possible, inspectors organize their work around three key inspection points: **Learning, Teaching, and Leadership**. Each key point is addressed through a series of specific questions with criteria for judgment. Evidence collected against criteria for the first three points is reorganized and analyzed in order to arrive at judgments about the fourth key point: adherence to **KIPP's Five Pillars**. The questions associated with each of the four inspection points appear below and are amplified with criteria in the handbook sections that follow.

Learning- The primary mission of the Knowledge Is Power Program is to provide educationally underserved students with the knowledge, skills, and character needed to succeed in top-quality high schools, colleges, and the competitive world beyond. Three inspection questions judge schools' fulfillment of this fundamental commitment.

1. How high are standards of attainment and improvement?
2. How high is the quality of learning?
3. How strong is personal character development?

Teaching- When Mike Feinberg and Dave Levin completed their two-year commitment with Teach For America in Houston, their mentor teacher, Harriett Ball, motivated the two young men to remain in education and do everything possible to ensure their students were achieving at the highest possible levels in the classroom. The students' academic success and interest in learning inspired Feinberg and Levin to expand the program beyond one classroom into two schools. Today, a network of fifteen schools attracts and develops equally dedicated and resourceful colleagues.

1. How good is the quality of teaching?
2. How good are the curricular and other educational opportunities?
3. How well does the school care for its students?

Leadership- The School Leadership Program provides KIPP principals with the knowledge, skills, and support needed to successfully start and lead high performing public schools for educationally underserved students. Few educators have the opportunity to carefully develop—over a three-year period—the leadership skills they need to start and manage effective schools as instructional leaders, CEOs, and community advocates.

1. How effectively is the academic program led?
2. How well are the school's business operations managed?
3. How strong are the school's ties to the community?
4. How strong is the school's culture?

KIPP's Five Pillars- Adherence to guiding principles makes it possible for KIPP students and schools to flourish. Evidence gathered from the three inspection points above demonstrates the extent to which these precepts pilot KIPP schools successfully.

1. High Expectations
2. Choice and Commitment
3. More Time
4. Power to Lead
5. Focus on Results

3.1 LEARNING How high are standards of attainment and improvement?

Standards set clear academic goals for each student in KIPP schools. These standards are often broken down into steps or benchmarks at each grade level along the way to the standards themselves.

Attainment is the performance of students when weighed against these goals. Tools such as classroom assessments and standardized tests measure student attainment. High attainment in a student body means that a greater than average proportion of students in a particular grade is succeeding at or beyond the standards themselves.

Improvement is a relative measurement of how well students are doing in relation to where they started. For example, students may begin a school year with very low reading skills and by the end of the year remain slightly below average. Despite their inability to attain the benchmark for their grade level, they nonetheless demonstrate good progress and improvement.

Attainment, then, is the measure of how well students are doing compared with a school, district, state, or national benchmark or standard. Improvement is the progress they make from where they started, taking into account any special needs or circumstances. Some students may have special learning needs or physical difficulties that make learning more difficult. The progress of students who are just starting to learn English may be slower at first as they come to terms with a new language and, in some cases, a different culture.

KIPP schools aim emphatically for strong improvement for all students, leading not just to attainment better than similar schools but *all* schools in a district or state. KIPP graduates must be well prepared for a rigorous, college preparatory program of study at high schools in the community and, in many cases, at highly selective boarding schools across the nation. Academic results—how much students learn and how well they learn—are the primary measures of KIPP schools' success.

Criteria for Judgment

1. External examination results are improving and are well above those of comparable schools.
2. Academic results—in the classroom and on state and national examinations—show significant added value in relation to students' earlier results in previous schools.
3. Students are improving steadily in all subjects.
4. Students are developing the knowledge, understanding, and skills in core subject areas—English, mathematics, science, and history—necessary for academic success at college preparatory high schools.
5. Students of both genders and all ethnic backgrounds progress towards and eventually attain school standards.
6. Students for whom English is an additional language are making good progress.
7. Students with special education needs are making good progress.

3.2 LEARNING**How high is the quality of learning?**

Inspectors judge the quality of students' learning by watching them at work and looking at the work itself. Inspectors attend many classes and talk quietly with students as the teachers' lesson plans permit. Students are also interviewed outside of class and observed in their routines around the school. Broad samples of written work are carefully scrutinized to determine students' gains in knowledge, understanding, and skills.

During classes in a KIPP school, students are constantly engaged in activities that require sustained effort and concentration. They are able to recall ideas and operations and apply them to the task at hand. They tackle new assignments enthusiastically. When asked, they discuss what they are doing thoughtfully and with good understanding.

Students enjoy their schoolwork and are eager to reflect on it. A favorite topic is books they are reading, whether as homework or for pleasure. Their schoolwork is carefully organized and they are able to retrieve various assignments in different subjects swiftly. The written work demonstrates both conceptual understanding and good grammar and syntax.

How students attack lessons and how they take advantage of curricular opportunities determine their quality of learning. The extent to which the school challenges students and the spirit and level of student engagement in response defines the school's essential academic culture.

Criteria for Judgment

1. Students are able to recall and apply their knowledge in all subject areas.
2. Students gain and apply with confidence a variety of learning skills across the curriculum, for example, by:
 - asking questions.
 - finding answers and solving problems.
 - communicating information and ideas in various ways.
 - applying what has been learned to unfamiliar situations.
 - selecting and using a range of resources.
 - reviewing and modifying their work.
3. Students are tenacious and persevere to complete challenging assignments.
4. Students set high standards for themselves and are not satisfied with second best.
5. Classrooms are filled with commitment to and enjoyment of schoolwork.
6. Students are willing to help one another and cooperate whenever and wherever appropriate.

3.3 LEARNING**How strong is personal character development?**

It goes without saying that good classroom behavior is a prerequisite to good learning. Character education at KIPP schools, however, extends well beyond academic achievement. KIPP's mission mandates that life after school requires—and rewards—principled citizens.

The value of character in a KIPP school is measured in a myriad of words and deeds. Students show by their attitude all day long that they take pride in themselves and their chosen school community. They are delighted to show visitors around (as long as class time is not compromised) and eager to discuss school life.

KIPP students also know that decisions they make every day directly influence their futures. They understand, too, that everything they do or don't do has an impact on others, especially their classmates. They

are able to reflect upon their own behavior in this way and learn how to respond positively to others with views and feelings different from their own.

Over time, KIPP students learn how to plan and organize their own work independently. With this growing academic competence comes the ability to cope confidently with the pressures of a long school day and calendar brimming with homework and school obligations.

High rates of tardiness and truancy associated with schools in at-risk neighborhoods are absent from KIPP schools. Commitments from parents and school staff are clear deterrents but KIPP students come to understand that the strongest moral contract of all is the one that carries their signature.

Criteria for Judgment

1. Punctuality and truancy are infrequent.
2. Behavior in and around the school is positive and students are respectful of school rules.
3. Students use extra time advantageously for their academic and personal development.
4. Attitudes are positive and students participate eagerly in the full range of programs and activities.
5. Constructive and collaborative relationships with one another and with teachers and other adults in the school are commonplace.
6. Students do not hesitate to ask for help from a friend, teacher, or parent whenever needed.
7. Oppressive behavior—such as sexism and racism—is not tolerated.

4.1 TEACHING**How good is the quality of teaching?**

Teaching is fundamental to the education any school is able to offer. It is the main avenue through which the school can realize its mission to provide students with a sound education. Evaluation of the quality of this teaching and its effect on student achievement is the central link of the inspection process.

Inspectors aim to observe each teacher in action at least once, with an emphasis on the core curriculum in English, mathematics, science, and history. When they are in class, inspectors will complete an observation form. They will record carefully their evaluations of *both* the quality of teaching and the learning it fosters. Their judgments about learning will consider improvement, or increases in understanding as a result of the lesson, and attainment, the level of student performance during and following instruction.

Students frequently matriculate at KIPP schools more than a year behind in their knowledge and basic skill development.

From day one, teachers insist on high standards of behavior in the classroom so that students have the opportunity to learn. They are immediately challenged to learn and use all of their time productively for they have academic catching up to do.

In such a positive, respectful atmosphere, students do just that, catch up. They then begin to increase their understanding and levels of attainment to higher and higher standards. Careful planning and preparation on the part of teachers allow them to establish clear standards for all students regardless of their educational background and needs. Every student receives frequent feedback about schoolwork that always includes suggestions for improvement next time.

Different teachers use different strategies and resources as diverse as their imaginations. The commonplace, however, is an environment of respect and a culture of learning attuned to the needs and aspirations of every KIPP student.

Criteria for Judgment

1. Faculty commitment to the school's mission and values is universal and deep-seated.
2. Planning is guided by school standards and sets clear learning objectives that students understand.
3. Students are well managed and are held consistently to high standards of behavior.
4. Extra instructional time is used effectively in daily lessons and other school activities.
5. Teachers display good subject knowledge and understanding as they present their lessons.
6. Methodologies engage all students and enable them to learn effectively.
7. Homework is used effectively to reinforce and extend what is learned at school.
8. Approaches to teaching and marking of students' work are consistent throughout the school and embody teachers' high expectations and aspirations for all students.
9. Teachers assess students' work frequently and thoroughly and use their evaluations to help plan the next steps in students' learning.
10. Support staff and other school resources are used effectively.

4.2 TEACHING How good are curricular and other educational opportunities?

KIPP schools know exactly why their curriculum is configured the way it is. Entering students generally have a background deficit in reading, writing, and mathematics. For that reason, KIPP emphasizes basic skills until students reach a level of fundamental proficiency.

Although a large proportion of the school day is given over to instruction in basics, history and science increase in importance as students improve their basic skills. Success in high school depends upon students' ability to assimilate larger and larger bodies of knowledge. The recall and manipulation of this information—whether completing a chemistry laboratory project or a history term paper—are essential.

As absorbed as KIPP schools may appear to be with academic pursuits, ample provision is also made for a range of rich and stimulating activities consistent with the school's mission. This is particularly true as new schools grow and the number of students available for clubs and interest groups increases. KIPP students readily take advantage of extended day opportunities as simple as staying late to complete homework or playing in an orchestra or on a soccer team.

Inspectors evaluate the extent to which the content and organization of the entire curriculum provide students with access to the full range of learning experiences while promoting high achievement and personal development.

The inspection team also evaluates how well the school uses its time, in particular the extra time KIPP requires, ensuring that it is used productively and enables students to gain academically. It is important, though, despite KIPP's universal college ambitions, that students experience a broad and interesting curriculum so that they can develop as well-rounded individuals with promise in sports and arts.

Change is inherent in new KIPP schools as the student population doubles and doubles again for the school's first four years. Initial size limitations give way to expanded middle school programs for 300 students or more. As schools evolve, however, inspectors examine arrangements in place for program evaluation and assessment of student progress. A school's capacity to modify its overall program as it learns what it does well and what it needs to improve assures the welfare of its growing student body.

Criteria for Judgment

1. The lengths of the school day, week, and term enable students to make good progress and to develop healthy lifelong interests.
2. Academic standards reflect levels of achievement necessary for students' successful matriculation at college preparatory high schools
3. Academic standards are communicated to students clearly and consistently in all disciplines at all times.
4. Academic programming provides for the interests, aptitudes, and particular needs of all students without compromising the school's mission.
5. Rigorous literacy and numeracy programs are key features of the curriculum.
6. Ample provision is made for student participation and success in the arts, athletics, and other worthwhile areas, including extended travel opportunities aimed at expanding educational and career horizons.

4.3 TEACHING How well does the school care for its students?

Students who are not well cared for at school and at home are not able to learn effectively. New fifth graders at KIPP schools are a particularly vulnerable student population. They have chosen to leave behind the familiar setting of their old schools. They have made a commitment to their new schools, new KIPP schools, that will challenge them and their families.

KIPP schools make an equally daunting commitment to their students, new and old. It is a commitment to understand what students need and then to provide it. It is a commitment to provide care that enables students to earn high school diplomas and college degrees.

Student work and life are monitored intensively and extensively. Classroom performance is constantly gauged, as is

behavior around the school and at home. Teachers come to know all students and their needs. In this way, the school develops a full picture of students' strengths and weaknesses

Detailed records are produced and are used throughout the school, but effective care is much more than folders in file cabinets. Teacher assessments and feedback are used throughout the school to guide planning—whether providing extra support for a struggling student or revamping an entire program to make it work better.

KIPP schools do everything in their power to help students. Parents are active partners and outside agencies support children as necessary. KIPP schools look after students well so that students will learn how to look after themselves.

Criteria for Judgment

1. Measures are in place to promote good attendance and behavior, and to eliminate truancy and misbehavior of any kind.
2. Health, safety, and protection of students are ensured.
3. Support and advice are provided steadily for all students, informed by monitoring of their academic progress, personal development, behavior, and attendance.
4. Students are provided with knowledge and insights into character and values.
5. Principles that distinguish right from wrong are promoted.
6. Students are given opportunities to take responsibility within the school.
7. Students' continued progress is monitored carefully by the school when they are not in attendance, including summer programs and after they have graduated and gone on to high school—or college.
8. Information concerning students and their families' needs are tracked and communicated to relevant faculty and staff members.

5.1 LEADERSHIP**How effectively is the academic program led?**

Two of KIPP's five guiding pillars, *High Expectations* and *Focus on Results*, amplify the schools' mission. The relentless pursuit of high academic results that are defined and measurable requires the immediate construction and constant maintenance of academic monitoring systems in all new schools.

KIPP has compiled general academic exit standards for KIPP schools. These standards, in the core subjects of English, mathematics, science, and history, define what eighth graders about to enter challenging high schools are able to do. KIPP schools adapt these standards for their new fifth graders and, with each passing year, add benchmarks along the way to these rigorous exit standards. At the same time, schools consider other jurisdictional standards and also integrate them into the curriculum.

A curriculum driven by and carefully aligned with standards insures that students are learning exactly what they need to know, whether assessed through a state competency examination, a private school entrance test, or a local science fair.

How teachers and departments choose to help students arrive at standards is as wide ranging as their professional creativity, but their curriculum development process always incorporates the needs of the entire student population.

Instruction in KIPP schools focuses on results that are precisely linked to the requirements of excellent high schools. Tracking and monitoring are constant, with results reported to students, to parents. Detailed records are maintained to track academic and personal progress longitudinally. Students are "handed off" from one grade level to the next with this performance information.

KIPP teachers commit not just to their students in a particular school year, but to their students forever. Teachers' students at a given grade make as much progress as possible. Careful records are maintained and reported so that the next teacher wastes no time in continuing to meet students' needs. Over four years, every teacher invests in every student's success or disappointment at KIPP, in high school, in college, and in life.

Criteria for Judgment

1. Academic standards are adapted from KIPP exit standards and meet or exceed district and state requirements.
2. Curriculum development and review process is ongoing and inclusive of faculty.
3. Curriculum is aligned with schools' standards throughout increasingly specific levels of departmental goals, course objectives, unit plans, lesson plans, and classroom assessments.
4. Broad range of curricular designs and resources meets the diverse needs of students.
5. System of professional development and evaluation is linked to student performance.
6. School leader serves as primary academic role model in his or her classroom, in department and grade level meetings, and with students, parents, and the larger community.
7. Multiple indicators of students' personal and academic progress are recorded and monitored at the classroom, grade, and departmental levels.

5.2 LEADERSHIP How well are the school's business operations managed?

KIPP schools are costly to start and to operate. Existing facilities are often updated or converted. Additions or new facilities may be necessary. Computers are wired and libraries are stocked. Teachers who honor the KIPP pillar of *More Time* are compensated for working a longer school day and year, including summer programs.

Whether operating as programs within schools, schools within districts, or as state charter schools, KIPP carries an extra burden of accountability. Its schools must not only demonstrate that academic achievement for all students is possible, but that it is affordable and replicable. As if these pressures are not enough, KIPP schools also attract additional community and media scrutiny as part of an increasingly visible national school reform effort.

KIPP provides considerable operational support to all of its schools. Direction and consultation are available for legal issues and facilities identification. Initial school contracts are negotiated in partnership with the foundation. Group contracts are signed with a number of vendors and service providers.

Business practices and business relationships with employees, vendors, and the community at large are always honorable. Efficient, ethical practices also conserve resources for students. Additional time and money to fulfill the schools' mission only enhances their performance and stature.

Criteria for Judgment

1. Fiscal management practices ensure integrity and effectiveness of budgeting, cash flow systems, debt financing, annual audits, and fund accounting, among others.
2. Budget allocations advance the school's mission.
3. School projects are managed using an established, consistent paradigm that includes timelines, prioritization, and critical path identification.
4. Compliance requirements—district, state, national, KIPP—are met accurately, consistently, and on time.
5. School occupies safe, clean facilities and is planning its steady expansion to middle school scale.
6. Legal agreements share a common process to guarantee accuracy and consistency.
7. Necessary supplies, equipment, and services are procured economically and on time.
8. Faculty and staff work within human resource practices that promote an equitable and productive workplace.
9. Instructional technology—classroom and office—meets the needs of the school's current stage of development.

5.3 LEADERSHIP**How strong are the school's ties to the community?**

KIPP schools are vital institutions within the communities they serve. They build inextricable links to families, to neighborhood businesses and associations, and to local government, including the school department.

One of the best opportunities for local community leaders to get to know KIPP schools in a meaningful way is through board service. KIPP boards start out with brand-new schools forging an identity in their communities. Along with the customary regulation and oversight that accompany board service at any school, KIPP board members make the extra commitment to fledgling schools trying to establish themselves as community resources.

KIPP schools require financial support beyond the board's generosity. They build additional local and regional capacity to raise funds and

secure necessary resources. Both short and long-term strategies help the schools realize carefully and collaboratively identified needs. As gifts are received and renewed, the schools perpetuate their attractiveness to a broad range of potential donors.

Schools' local appeal extends to everyone, not just those with the resources and power to help. As those who are able come forward to help the schools, so the schools in turn help those less able. Local community members enjoy the schools' resources—libraries, meeting rooms, computer facilities, and gymnasias. Teachers, staff, and students go out into the community and serve it. Steady streams of interested visitors and volunteers into and out of KIPP schools swiftly transform them into a household word rather than a small local experiment.

Criteria for Judgment

1. Board represents a broad local constituency and vigorously supports the school's mission.
2. Board complies with all legal requirements and follows established policies and procedures.
3. Board's fiscal accountability is maintained through clear accounting procedures, internal controls, and by prudent financial planning.
4. Funds and resources are secure for the implementation of all programs.
5. School employs a range of effective systems and strategies for resource development under the fiduciary guidance of its board.
6. School tirelessly promotes positive image within its community and media outlets.
7. School creates mutually beneficial local partnerships.
8. School is open to the community.
9. School recognizes and promotes its community partners and ensures that all members of the school appreciate their contributions.

5.4 LEADERSHIP**How strong is the school's culture?**

KIPP schools incubate a culture of academic achievement and personal excellence. This commitment begins with home visits, recruitment, and the first day of summer orientation for new fifth graders. It never ends. Expectations extend to alumni, faculty, parents, and the national foundation staff—every child and adult who is a KIPPster.

Visitors to KIPP schools are unfailingly treated with courtesy and respect. Students always welcome outsiders without becoming distracted by them. Guests receive thank-you notes following their stay expressing appreciation and inviting a return visit.

New and repeat visitors see the same things every time. The classroom atmosphere is purposeful with students intent on their lessons, but with ample time to help friends. Everyone is neatly dressed and the campus is orderly, clean, and friendly. Students not in class are working on assignments.

KIPP slogans are ubiquitous on signs and posters around schools, perhaps even painted

on a wall or etched into window glass. Lots of high quality student work is displayed in every classroom and every hallway. The mission and credo are displayed in every classroom. Chants and rituals echo these values throughout the day.

Teachers meticulously monitor student behavior around the school, however accepted and internalized these beliefs become. Discipline policies and procedures are consistent from one room to the next, as are rewards for upholding cherished values. Cooperation and dedication characterize teachers as readily as students, including cell phone availability around the clock.

Visitors may see only a few parents on campus but all are present in spirit. They make sure that their children are in class every day and completing homework every evening. Working parents come to school when they can and the school invites them often. Parents, like students and faculty, sign a commitment to excellence form and welcome their pledge to the school and to their children's future.

Criteria for Judgment

1. Students exhibit KIPP values daily in their words and their actions.
2. Students promote and protect KIPP culture without being asked.
3. Student accomplishment and parental support are publicly recognized.
4. Parents work closely with the school to support their child's commitment to academic achievement and personal excellence.
5. School provides frequent, unambiguous information to parents about students' progress.
6. Student incentives and disincentives are consistently applied by teachers.
7. Teachers exhibit KIPP values daily in their instruction, their relationships with students, and their support of one another.
8. Teachers are available to students, to parents, and to one another all the time.
9. Environment, artifacts, and rituals of the school promote KIPP mission and values.

6.1 FIVE PILLARS How well does the school adhere to KIPP's Five Pillars?

Pillar	Criteria for Judgment		
	Learning	Teaching	Leadership
I. High Expectations. KIPP Schools have clearly defined and measurable high expectations for academic achievement and conduct.	3.1.1, 3.1.3, 3.1.4 3.1.5 3.2.4 All of Personal Character Development Criteria in Question 3.3	4.1.8 4.2.2 4.3.3	5.1.1 5.1.3
II. Choice & Commitment. Students, their parents, and the faculty of each KIPP School choose to participate in the program. No one is assigned or forced to attend these schools. Everyone must make and uphold a commitment to the school and each other to put in the time and effort required to achieve success	3.2.4 3.2.6 3.3.3 3.3.4	4.3.3 4.3.6 5.4.3 5.4.7 5.4.8	5.1.6 5.3.1 5.4.1 5.4.2 5.4.4 5.4.5
III. More Time. There are no shortcuts when it comes to success in academics and life. With an extended school day, week and year, students have more time in the classroom to acquire the knowledge and skills that will prepare them for competitive high schools and colleges, as well as more opportunities to engage in diverse extracurricular experiences.	3.2.3 3.2.5 3.3.3	4.1.4 4.2.1 4.2.6	5.1.3 5.1.4
IV. Power to Lead. KIPP school leaders are effective academic and organizational leaders who understand that great schools require great leadership. They have control over their school budget and personnel, allowing them maximum effectiveness in helping students learn.		4.2.2 4.2.3 4.2.4 4.2.5 4.3.1 4.3.3 4.3.7	All of the Leadership Criteria in Questions 5.1 through 5.4
V. Focus on Results. KIPP Schools unrelentingly focus on high student performance, on standardized tests and other objective measures. Just as there are no shortcuts, there are no excuses. Students are expected to achieve a level of academic aptitude that will enable them to succeed at the nation's best high schools and colleges.	3.2.2 All of the Attainment and Improvement Criteria in Question 3.1	4.1.1 4.1.2 4.1.8 4.2.2 4.2.3 4.3.4 4.3.5 4.3.6	5.1.5

7. REPORT FORMAT

The average inspection report is fifteen to twenty pages long. It is organized into four general sections: **Summary Profile**, **Key Inspection Points**, **Commentary**, and **School Data**. The graphic format below displays the general sequence and structure of the report. Completed inspection reports are available from the KIPP national office.

1. SUMMARY PROFILE

INFORMATION ABOUT THE SCHOOL

How long has the school been open? How many students are enrolled? How many teachers are employed?

HOW GOOD THE SCHOOL IS

How many of the school's students are achieving at or above the state's standards?

WHAT THE SCHOOL DOES WELL

What are the school's strengths? What are the school's most successful programs?

WHAT THE SCHOOL NEEDS TO IMPROVE

What are the school's weaknesses? What are the school's most challenging programs?

2. KEY INSPECTION POINTS

LEARNING

Aspect	Comment

TEACHING

Aspect	Comment

LEADERSHIP

Aspect	Comment

KIPP's FIVE PILLARS

Aspect	Comment
1. High Expectations	
2. Character and Citizenship	
3. Social Skills	
4. Power to Learn	
5. Financial Security	

3. COMMENTARY

WHAT THE SCHOOL DOES WELL

Detailed narrative discussion of what the school does well in the SUMMARY PROFILE section.

WHAT THE SCHOOL NEEDS TO IMPROVE

Detailed narrative discussion of what the school needs to improve in the SUMMARY PROFILE section.

SUGGESTIONS FOR FURTHER IMPROVEMENT

Additional suggestions for how the school can improve its performance and suggestions for how the district can support the school.

4. SCHOOL DATA

Provide data on the school's performance in the areas of student achievement, school climate, and financial health. This section should include data on the school's performance in the areas of student achievement, school climate, and financial health. This section should include data on the school's performance in the areas of student achievement, school climate, and financial health.

ACKNOWLEDGEMENTS

The author and the staff of the KIPP Foundation would like to thank Helena McVeigh, Principal Consultant of Cambridge Education Associates, for preparing the pilot draft of this manual. This second edition maintains the original CEA-OFSTED core and grafts KIPP specific values and processes onto the English model.

Additionally, publications and Internet resources of the following institutions and organizations were consulted during the preparation of this handbook:

Advanced Placement Program of the College Board
 A Framework for Teaching (Educational Testing Service)
 A Framework for School Leaders (Educational Testing Service)
 Annenberg Institute (Brown University)
 Collecting Information for School Improvement (John Beresford)
 Illinois Quality Assurance Program
 International Baccalaureate Organization
 Modern Red Schoolhouse (New American Schools)
 National Board for Professional Teaching Standards
 National Center for Improving the Tools of Educators
 National Institute of Standards and Technology
 New England Association of Schools and Colleges
 North Central Regional Education Laboratory
 Office of Standards in Education (Great Britain)
 Performance Standards (National Center on Education and the Economy)
 Phi Delta Kappa Curriculum Management Audit
 Rhode Island Department of Education
 School Improvement (National Study of School Evaluation)
 What Principals Should Know and Be Able to Do (National Association of Elementary School Principals)

Appendix B

Sample Commitment to Excellence Form

Commitment to Excellence Form

Teacher's Commitment:

We fully commit to KIPP in the following ways:

- We will arrive at KIPP every day by 7:15 A.M. (Monday-Friday).
- We will remain at KIPP until 5:00 P.M. (Monday -Thursday) and 4:00 P.M. on Friday.
- We will come to KIPP on appropriate Saturdays at 9:15 A.M. and remain until 1:05 P.M.
- We will teach KIPP during the summer.
- We will always teach in the best way we know how and we will do whatever it takes for our students to learn.
- We will always make ourselves available to students, parents, and any concerns they might have.
- We will always protect the safety, interests, and rights of all individuals in the classroom.

Failure to adhere to these commitments can lead to our removal from KIPP.

X _____

Please print name here:

Parents'/Guardians' Commitment:

We fully commit to KIPP in the following ways:

- We will make sure our child arrives at KIPP every day by 7:25 a.m. (Mon. - Fri.), or boards a KIPP bus at the scheduled time.
- We will make arrangements so our child can remain at KIPP until 5:00 p.m. (Monday - Thursday) and 4:00 P.M. on Friday.
- We will make arrangements for our child to come to KIPP on appropriate Saturdays at 9:15 A.M. and remain until 1:05 P.M.
- We will ensure that our child attends KIPP summer school.
- We will always help our child in the best way we know how and we will do whatever it takes for him/her to learn. This also means that we will check our child's homework every night, let him/her call the teacher if there is a problem with the homework, and try to read with him/her every night.
- We will always make ourselves available to our children, the school, and any concerns they might have. This also means that if our child is going to miss school, we will notify the teacher as soon as possible, and we will read carefully all the papers that the school sends home to us.
- We will allow our child to go on KIPP field trips.
- We will make sure our child follows the KIPP dress code.
- We understand that our child must follow the KIPP rules so as to protect the safety, interests, and rights of all individuals in the classroom. We, not the school, are responsible for the behavior and actions of our child.

Failure to adhere to these commitments can cause my child to lose various KIPP privileges and can lead to my child returning to his/her home school.

X _____

Student's Commitment:

I fully commit to KIPP in the following ways:

- I will arrive at KIPP every day by 7:25 A.M. (Mon. - Fri.), or board a KIPP bus at the correct time.
- I will remain at KIPP until 5:00 P.M. (Monday - Thursday) and 4:00 P.M. on Friday.
- I will come to KIPP on appropriate Saturdays at 9:15 A.M. and remain until 1:05 P.M.
- I will attend KIPP during summer school.
- I will always work, think, and behave in the best way I know how and I will do whatever it takes for me and my fellow students to learn. This also means that I will complete all my homework every night, I will call my teachers if I have a problem with the homework or a problem with coming to school, and I will raise my hand and ask questions in class if I do not understand something.
- I will always make myself available to parents, teachers, and any concerns they might have. If I make a mistake, this means I will tell the truth to my teachers and accept responsibility for my actions.
- I will always behave so as to protect the safety, interests, and rights of all individuals in the classroom. This also means that I will always listen to all my KIPP teammates and give everyone my respect.
- I will follow the KIPP dress code.
- I am responsible for my own behavior, and I will follow the teachers' directions.

Failure to adhere to these commitments can cause me to lose various KIPP privileges and can lead to returning to my home school.

X _____

Please print name(s) here:

Address:

Apt. #

Zip Code:

Apt. Name:

Phone:

Birth date:

Current School and District:

Grade Next Year:

Appendix C

Parent Association Guidelines

KIPP Parent Association (KPA)

Mission: KIPP recognizes that parental involvement is essential in a child's education process. The school is committed to encouraging parents to become leaders in the KPA.

Purpose: The purpose of the KPA is to provide a structured forum for parents and guardians to conduct business, advise the school leader, and report to the Board of Directors.

Organization: The KIPP Parent Association is open to all parents and guardians of students. The KPA has a Steering Committee comprised of up to 10 members. The structure of the organization is listed below:

President
 Vice President
 Treasurer
 Secretary
 4 grade representative (5th grade, 6th grade, 7th grade, 8th grade)
 Alumni representative
 Incoming grade representative

The steering committee is expected to meet at least quarterly. The steering committee can designate subcommittees to address particular issues on a more frequent basis.

Roles and Responsibilities: The School Leader will typically outline the primary areas of concern for each school parent association. These vary by location and need.

Sample topics to be addressed include, but are not limited to,

- Parental support. Parents can teach new KIPP parents the importance of helping with homework each night, reading to their child each night, ensuring that homework is complete each night, assisting their child in contacting the teacher regarding a problem or a question on an assignment, providing a quiet place with light for their child to study at home, and being available to meet with the teachers at home or at school if the need arises. Parents can also create a parent newsletter and schedule parent night.
- School strategy. Parents are vital in student recruitment, student retention, teacher evaluation, fund-raising, and developing student policies and procedures, such as family involvement on the campus, student and family crises, and the dress code.
- School projects. Parents can be more involved with their child's learning by participating in school events such as report card pick up, local field trips and end of year trips.

The organization will meet with the School Leader monthly and will present their findings to the Board of Directors as needed.

Appendix D

**Information on KIPP and
the KIPP School Leadership Program**

Background

KIPP, the Knowledge Is Power Program, is dedicated to providing educationally underserved students with the knowledge, skills and character needed to succeed in top-quality high schools, colleges and the competitive world beyond.

KIPP began in 1994 when Mike Feinberg and Dave Levin completed their two-year commitment with Teach For America in Houston ISD and launched KIPP as a fifth-grade program at Garcia Elementary School on the north side of Houston, Texas. Their mentor teacher, Harriett Ball, motivated the two young men to do everything possible to ensure that their students were achieving at the highest possible levels in the classroom. The students' academic success and interest in learning inspired Feinberg and Levin to expand the program beyond one classroom. The following year, KIPP Academy opened in Houston, and Levin founded The KIPP Academy in the South Bronx, New York. Today, both are nationally recognized as outstanding schools. The following are among their noteworthy achievements:

- KIPP Houston has been named a Texas Exemplary School in each of its first six years in operation.
- KIPP New York is consistently one of the highest performing middle schools in the Bronx.
- KIPP Houston students consistently score among the highest ratings throughout Texas on the state exam (TAAS).
- KIPP New York is home to the nationally acclaimed KIPP String and Rhythm Orchestra.
- 99% of KIPP students attend college preparatory high schools.

The achievements of the first two KIPP schools captured national attention. In 2000, Doris and Donald Fisher, founders of The Gap, Inc., formed a unique partnership with Feinberg and Levin to replicate the success of these schools. Following their belief that great schools need great leaders, Feinberg, Levin and the Fishers created a new organization to recruit, select and train educators who would plan, open and lead their own KIPP-like schools. KIPP National is comprised of the Fisher School Leadership Program, a year-long training curriculum that prepares aspiring school leaders to establish successful schools, and the KIPP Network of Schools, which supports and ensures that all of these schools, while unique, continue to adhere to the basic operating principles of KIPP.

Knowledge Is
Power Program
www.kipp.org

345 Spear Street
Suite 510
San Francisco, CA 94105
Tel. 415-399-1556
Fax 415-348-0588

235 Peachtree Street
Suite 900
Atlanta, GA 30303
Tel. 404-223-2470
Fax 404-223-2299

10711 KIPP Way
Houston, TX 77099
Tel. 832-328-1051
Fax 832-328-1093

270 East 137th Street
Suite 205
Bronx, NY 10451
Tel. 718-402-2922
Fax 718-402-1237

The Five Pillars

These basic principles form the Five Pillars, responsible for the success of students in KIPP Network Schools:

1. **High Expectations.** KIPP Network Schools have clearly defined and measurable high expectations for academic achievement and conduct that make no excuses based on the background of students. Students, parents, teachers, and staff create and reinforce a culture of achievement and support, through a range of formal and informal rewards and consequences for academic performance and behavior.
2. **Choice & Commitment.** Students, their parents, and the faculty of a KIPP Network School have made a choice to be at the school. No one is assigned or forced to attend these schools. Everyone must make and uphold a commitment to the school, and to each other to put in the time and effort required to achieve success.
3. **More Time.** KIPP Network Schools know that *there are no shortcuts* when it comes to helping educationally disadvantaged students succeed academically. A longer school day, a longer school year, and summer school mean more time for students in KIPP Network Schools to acquire the academic knowledge and skills, as well as broad extracurricular experiences that will prepare them for competitive high schools and colleges.
4. **Power to Lead.** The principals of KIPP Network Schools are effective academic and organizational leaders who understand that there are no great schools without great school leaders. They have control over their school budget and personnel. They are free to swiftly move dollars or make staffing changes, in order to be most effective in helping students learn.
5. **Focus on Results.** KIPP Network Schools are focused unrelentingly on results; student performance on tests and other objective measures that substantially outpace district averages; results that don't invite excuses based on demographics; and achievement that enables students to compete at the nation's best high schools and colleges.

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A Day at KIPP

- For KIPP students, graduation day means the day they graduate from college. Keeping their eyes on the prize requires their personal commitment as well as the dedication of teachers, family members and the community at large.

"Every day starting in fifth grade, we heard about college, college, college. Teachers put up a bulletin board with the names of students and the high schools to which they were accepted. They did that to encourage us to succeed in life. Soon, KIPP students are going to apply to college, and in the years to come, there will be banners of the top colleges up there." —

██████████ KIPP Alumnus

- KIPP students spend approximately 67% more time in the classroom than most public school students. KIPP bridges the gap between regular classroom hours and extended hours by housing the school program in one place, providing instruction by one dedicated faculty and integrating a unified curriculum throughout the day, week and year.

"Those hours were the sacrifice that I made for my future, for the love of learning, to love it and embrace it. At KIPP I learned discipline, integrity, patience and endurance. Most importantly... I learned that my mind could grow and grow and there would always be room for more." —

██████████ KIPP Alumna

- KIPP students maintain a rigorous schedule. They arrive at school by 7:30 a.m. where they are engaged in academic and extracurricular activities until 5:00 or 6:00 p.m. KIPP students work extraordinarily hard within an environment that fosters the encouragement of others, the support of team and family, and the belief that with an excellent education, anything is possible.

"KIPP's a special place where your mind is opened to new things. It's the road to a better future. KIPP stands for the Knowledge Is Power Program, but in my mind and soul it means facing challenges, making the sacrifice to go the extra mile, seeking perfection, being courteous to others and being part of a team and family." —

██████████ KIPP student

- KIPP students have an average of two to three hours of homework each night. To encourage success, they have access to teacher home phone numbers, teacher cell phone numbers and even a toll-free 800 number to ask any homework questions, or in case of personal emergency.

"My child has benefited tremendously from her years at KIPP, but those teachers didn't perform magic. I watched them work tirelessly to help my daughter grow and learn. I feel I finally have a partner when it comes to making sure that she will be successful and happy in school and in life."

██████████ KIPP Parent

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Program Objective

The KIPP School Leadership Program provides Fisher Fellows and KIPP School Leaders with the knowledge, skills, and support needed to successfully start and lead high performing public schools for educationally underserved students.

Why We Believe in Leadership Training

Schools require strong, capable leaders to be effective. Few educators have had opportunities to carefully develop the leadership skills they need to start and manage effective schools.

How the Program Works

The three year program provides intensive training and highly individualized support in the following areas: Organizational Leadership, Academic Leadership, Operations Management, and Community Development. This helps our Fisher Fellows and new School Leaders serve as effective CEOs, Instructional Leaders, and Community Advocates for their KIPP Schools.

Year one is a full-time leadership training program called the Fisher Fellowship. Years two and three of the program provide support and services for the Fisher Fellows once they start their KIPP schools and transition to School Leaders.

Year One: Training and Support for Fisher Fellows

The Fisher Fellowship is a highly selective program designed to turn outstanding educators into outstanding school leaders capable of starting and leading a new KIPP school. The Fellowship is an intensive year of preparation composed of several key components:

School Leadership Institute

Haas School of Business at the University of California, Berkeley

July-August

The six-week Institute provides Fellows with the foundational knowledge and skills needed in organizational leadership, academic leadership, operations management, and community development. Classes run eight to ten hours per day and are led by a combination of instructors that include premier business school professors from Berkeley and Stanford, nationally recognized experts in academic leadership and community development, and KIPP staff.

Fellows receive individualized academic and professional development support from KIPP staff specialists in the four academic areas and from Guides, KIPP mentors experienced in school leadership.

Alumni of the program cite the Institute as an invaluable opportunity to leave behind the narrow perspective of a classroom teacher and develop the broader perspective of a school leader while getting a crash course in the basics of school leadership.

Residencies

KIPP Schools and KIPP Leadership Schools throughout the United States

August - November

This three-month period provides Fisher Fellows with the opportunity to observe and participate in the organizational culture, academic programs, business operations, and community outreach efforts of the existing KIPP Academies and KIPP Leadership Schools, a select group of exemplary schools that employ KIPP's Five Pillars. Fellows spend three to four weeks at three different schools where they shadow school leaders and staff, manage essential projects for the schools, and apply the leadership tools learned during the Institute. At the end of the Residency period, each Fellow will have completed a comprehensive School Design Plan that lays out their vision for their new KIPP School. During this time, Fellows also have the opportunity to return to their local school communities for important local meetings, community outreach activities, and facilities development work.

The Bootcamp is an intensive series of operation management workshops which ensure that Fellows support their School Design Plans with solid financial plans, controls, and operating systems. Fellows also begin the process of drafting comprehensive academic standards during this conference. Each Fellow leaves this conference with a detailed, individualized School Implementation Plan that turns their original vision into a viable, thriving school over the course of seven months.

On-Site Implementation

Local School Sites
January - July

Fellows return to their local communities for seven months of intensive school start-up work. Using their School Implementation Plans to direct them, Fisher Fellows also have the active support of KIPP staff to aid in the start-up process. Each Fellow has the individual support of a Guide, an experienced school leader on KIPP's staff, who provides personal support and tangible project management oversight. Fellows also have the support of KIPP's facilities, legal, and trailblazing staff to ensure that local and political issues are addressed effectively. Finally, Fellows have access to KIPP's specialists in organizational leadership, academic leadership, operations management, and community development as they manage major implementation tasks such as hiring staff, recruiting students, building curriculum, procuring goods, developing a board, fundraising, and community outreach.

Fellows reconvene on two occasions for additional training and support in the areas of academic leadership and final start-up preparation. The culminating event for this last period of the Fellowship year is the launch of a new KIPP School in the summer.

Years Two and Three: Training and Support for KIPP School Leaders

During the first two critical years of a new school operation it is essential to establish a strong school culture and obtain academic results. New KIPP School Leaders experience all the first year challenges, and then face many new challenges as their schools double in size in year two. During these first two years of school operations, KIPP School Leaders receive ongoing, individualized support from their Guides and KIPP's subject-area experts, punctuated by a series of training conferences. Ongoing training, support, and evaluation by KIPP staff during these first two years of operation ensures that new KIPP schools develop successful programs according to their school missions.

At the end of the first two years, every KIPP school receives an intensive school inspection using KIPP's proprietary evaluation protocol. These inspections determine whether or not each school has successfully implemented KIPP's Five Pillars and is fulfilling the KIPP mission to provide educationally underserved students with the knowledge, skills, and character required to succeed in top quality high schools, colleges, and the competitive world beyond.

Appendix E

KIPP Aspire Academy Bylaws

APPLICATION

**BYLAWS
OF
KIPP ASPIRE ACADEMY, INC.**

Adopted: __/__/2003

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KIPP ASPIRE ACADEMY, INC.**BYLAWS****ARTICLE I
STRUCTURE**

Section 1.1. Structure. KIPP Aspire Academy, Inc. (the "Corporation") is a nonprofit corporation organized under the laws of the State of Texas, which has members within the meaning of the Texas Nonprofit Corporation Act, TEX. REV. CIV. ST. ANN. art. 1396 (2002) (the "Statute"). The Articles of Incorporation of the Corporation (as amended from time to time, the "Articles of Incorporation") were filed in the office of the Secretary of State of the State of Texas on January 28, 2003.

Section 1.2. Purposes. The Corporation is organized and is to be operated exclusively to carry out charitable and educational purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the "Code"), including, but without limitation thereon: (a) to operate one or more public schools or campuses thereof in the State of Texas; (b) to exercise all rights and powers conferred by the laws of the State of Texas upon non-profit corporations, including, but without limitation thereon, to raise funds, to receive gifts, devises, bequests and contributions, in any form, and to use, apply, invest, and reinvest the principal and/or income therefrom or distribute the same for the above purposes; and (c) to engage in any other activity that is incidental to, connected with, or in advancement of the foregoing purposes and that is within the definition of charitable and educational for purposes of Section 501(c)(3) of the Code, provided, the powers of the Corporation shall never be inconsistent with the purposes of the Corporation stated above or the Constitution of the United States or the State of Texas.

**ARTICLE II
OFFICES**

Section 2.1. Principal Place of Business. The principal place of business of the Corporation shall be located in San Antonio, Texas in the County of Bexar. The Corporation may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

Section 2.2. Registered Office and Registered Agent. The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent whose office is the Corporation's registered office, as required by the Statute. The registered office may but need not be identical with the principal office of the Corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors in accordance with applicable law.

ARTICLE III MEMBERS

Section 3.1. Member. The sole Member of the Corporation shall be KIPP, Inc., a Texas non-profit corporation that is exempt from federal income tax under section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code") by virtue of being an organization described in section 501(c)(3) of the Code.

Section 3.2. Meetings of the Member. The Corporation is subject to Texas' open meetings laws, TEX. GOV'T CODE ANN. § 551 et. seq. (2002) and meetings of the Member shall be conducted in accordance with such open meetings laws. A meeting of the Member shall be held annually on a date and at a place and time fixed from time to time by the Member for the approval of Directors and the transaction of other business. Special meetings of the Member, for any purpose or purposes, may be called by the Member.

Section 3.3. Notice of Meetings. Notice of all meetings of the Member shall be given to the public in compliance with Texas open meetings laws. In addition, notice of all meetings of the Member shall be given to the Member's board of directors in accordance with the Member's bylaws and the Act.

Section 3.4. Approval of Directors. Except as otherwise required by law, Directors shall be approved by the Member. Subsequent to the election of any Director by the Board of Directors, the Member shall vote to approve or veto each newly elected Director. Inaction by the Member for 20 days constitutes approval, so that if the Member fails to act within 20 days after the election of a Director by the Board of Directors, then the newly elected Director may take office. The Member may authorize another person to act for it by proxy, which shall be revocable, in writing and signed by the Member.

Section 3.5. Dissolution or Resignation of the Member. Upon dissolution or resignation of the Member, the Board of Directors shall succeed to all the powers of the Member under the Certificate of Incorporation of the Corporation and these Bylaws.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1. Powers. The business, affairs and property of the Corporation shall be managed and controlled by the Board of Directors, and all corporate powers shall be vested in and exercised by the Board, except as otherwise provided by law, the Articles of Incorporation or these Bylaws.

Section 4.2. Number. The number of Directors constituting the initial Board of Directors shall be three (3). Thereafter the number of Directors may be increased or decreased from time to time by amendment of these Bylaws in accordance with the provisions of Article VI, Section 6.4, provided that no decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director and provided further that the number of Directors shall never be less than three (3).

Section 4.3. Election, Approval, and Term of Office. The initial Directors shall be the persons named in the Articles of Incorporation who shall serve until the first annual meeting of the Board of Directors. Thereafter, Directors shall be elected by a majority vote of the Directors, subject to approval by the Member. Subsequent to election by the Board of Directors, no newly elected Director may take office until he or she has been approved by the Member. Inaction by the Member for 20 days constitutes approval, so that if the Member fails to act within 20 days after the election of a Director by the Board of Directors, then the newly elected Director may take office. No Director shall be a paid employee or officer of the Corporation. Directors shall hold office for terms of one year and until their successors are elected and qualified, or until their earlier death, resignation or removal.

Section 4.4. Removal. Any or all of the Directors may be removed with or without cause by a majority vote of the entire Board at any special meeting of the Board called for that purpose.

Section 4.5. Resignation. Any Director may resign at any time by delivering written notice of his or her resignation to the Secretary or Chairperson of the Corporation. Such resignation shall become effective upon receipt thereof by the Secretary or Chairperson but the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6. Vacancies. Any newly created directorships and any vacancies of the Board of Directors, arising at any time and from any cause, may be filled by the Board of Directors at any meeting of the Board of Directors, subject to approval by the Member. Directors so elected and approved shall serve until the next annual meeting and until his or her successor is elected and qualified.

Section 4.7. Meetings. The Board of Directors and the Corporation are subject to Texas' open meeting laws, TEX. GOV'T CODE ANN. § 551 (2002), and all meetings of the Board of Directors shall be held at the time and place provided in the notice prepared in compliance with the open meetings laws. The annual meeting of the Board shall be held in the month of July in each year, at a date, time and place fixed by the Board, for the election of officers and Directors and for the transaction of such business as may properly come before the meeting. Regular meetings of the Directors may be held at such time and place as shall from time to time be determined by the Board. Special meetings may be called at any time by the Chairperson or by the Secretary upon written request of one-third of all of the voting Directors.

Section 4.8. Notice of Meetings. Notice must be given in accordance with Texas' open meetings laws, Tex. Gov. Code Ann. §551(2002). Notice of a meeting need not be given to any Director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to him or her. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 4.9. Quorum and Voting. Except as otherwise provided by law, a majority of the entire Board, shall constitute a quorum for the transaction of business or of any specified item of business. Except as otherwise provided by law or these Bylaws, the vote of a majority of

the Board of Directors present at the time of a vote, if a quorum is present, at such time shall be the act of the Board.

Section 4.10. Action by the Board. To the extent permitted by law, any one or more members of the Board or any committee thereof may participate in a meeting of the Board or committee by means of a conference telephone or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time, provided such meeting and notice thereof comply with the open meetings laws. Participation by such meetings shall constitute presence in person at such meeting.

Section 4.11. Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate from among its members an executive committee and other standing committees, each consisting of one or more Directors. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. The Chairperson shall appoint the chairperson of each committee. Committee members shall maintain minutes of each meeting and shall file copies of the minutes with the corporate records. Such committees shall have all the powers delegated by the Board except that no committee shall have the power (a) to change the membership of, or to fill vacancies in, any committee of the Board, (b) to fix the compensation of Directors for serving on the Board or any committee of the Board, (c) to amend or repeal these Bylaws, or the Articles of Incorporation, or adopt any new Bylaws, (d) to adopt an agreement of merger or consolidation, (e) to recommend the sale, lease, or exchange of all or substantially all of the Corporation's assets and property to the membership, or (f) to exercise other powers specifically denied the committee by resolution of the Board of Directors or by law. Each committee and each member of each committee shall serve at the pleasure of the Board of Directors.

Section 4.12. Compensation. Persons serving as Directors or members of a committee shall not receive any salary or compensation for their services as Directors or committee members; provided, however, that nothing contained herein shall be construed as precluding any Director or committee member from receiving compensation in a reasonable amount for personal services rendered (other than services rendered as a Director or committee member) that are reasonable and necessary in carrying out the Corporation's purposes as the Board of Directors may from time to time determine. A Director or committee member shall be entitled to reimbursement for reasonable expenses incurred by him or her in carrying out his or her duties as a Director.

ARTICLE V OFFICERS

Section 5.1. Number. The officers of the Board of Directors of the Corporation shall be a Chairperson, Secretary and Treasurer, and such other officers, if any, as the Board of Directors may from time to time appoint. Any two or more offices may be held by the same person, except the offices of Chairperson and Secretary, provided that no individual may act in more than one capacity where action of two or more officers is required.

Section 5.2. Election and Term. All officers shall be elected by the Directors at their annual meeting and shall hold office for the term of two years. Each officer shall continue in office until his or her successor shall have been elected and qualified, or until his or her death, resignation or removal.

Section 5.3. Resignation and Removal. An officer may resign by giving written notice of his or her resignation to the Chairperson or Secretary. Any officer may be removed, with or without cause, by a majority vote of the Board of Directors. A vacancy in any office shall be filled for the unexpired term by a majority vote of the Board.

Section 5.4. Employees and Other Agents. The Board of Directors may from time to time appoint such employees and other agents as it shall deem necessary, each of whom shall hold office during the pleasure of the Board, and shall have such authority, perform such duties and receive such reasonable compensation, if any, as the Board of Directors may from time to time determine. No paid employee or officer of the Corporation shall serve as a Director during his or her employment.

Section 5.5. President. The President shall be the chief executive officer of the Corporation, shall preside at all meetings of the Board of Directors, and shall have general charge and supervision of the administration of the affairs and business of the Corporation. He or she shall have the power to sign alone in the name of the Corporation all contracts authorized either generally or specifically by the Board of Directors, to execute and deliver other documents and instruments and to sign checks, drafts, notes and orders for the payment of money. The President shall also have such other powers and perform such other duties as the Board of Directors may from time to time prescribe.

Section 5.6. Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. The Vice President may have such powers and perform such duties as may be delegated thereunto by the President or prescribed by the Board of Directors.

Section 5.7. Secretary. The Secretary shall be responsible for the maintenance of an accurate record of all the minutes of all meetings of the Board of Directors and of any committees of which a secretary shall not have been appointed by the Board in books to be kept for that purpose; serve or cause to be served all notices of the Corporation; be custodian of the records (other than financial); and perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Board. In the event of absence or disability of the Secretary, the Board of Directors may appoint an Assistant Secretary to perform the duties of the Secretary during such absence or disability.

Section 5.8. Treasurer. The Treasurer shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation, and shall deposit all moneys and other valuable effects of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board of Directors may designate. The Treasurer shall keep proper books of accounts and other books showing at all times the amount of the funds and other property of the Corporation, all of which books shall be open at all times to the inspection of the Board of Directors. The Treasurer shall submit a report of the accounts and financial condition

of the Corporation at each annual meeting. All records, books and annual reports of the financial activity of the Corporation shall be kept at the registered office or principal office of the Corporation for at least three years after the closing of each fiscal year and shall be available to the public for inspection and copying during normal business hours. He or she shall perform all duties incident to the office of Treasurer, and such other duties as shall from time to time be assigned by the Board. If required by the Board, the Treasurer shall give such security for the faithful performance of his or duties as the Board may require.

ARTICLE VI MISCELLANEOUS

Section 6.1. School Director. The School Director shall be a paid employee of the Corporation and shall have the general charge and supervision of the day-to-day operations of the Corporation. The School Director shall not be a member of the Board of Directors or have voting rights on the Board, but shall attend Board meetings and regularly report to the Board about the ongoing affairs of the corporation.

Section 6.2. Checks, Notes and Contracts. The Board of Directors is authorized to select such depositories as it shall deem proper for the funds of the Corporation. One officer shall sign all bills, notes, receipts, acceptances, endorsements and checks of the Corporation in an amount up to, and including, \$5,000.00. Two officers shall cosign all bills, notes, receipts, acceptances, endorsements and checks of the Corporation in an amount over \$5,000.00.

Section 6.3. Indemnification. The Corporation may, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that he or she, his or her testator or intestate was a Director, officer, employee or agent of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees.

Section 6.4. Amendments. These Bylaws may be amended at any meeting of the Board of Directors by a vote of the majority of the entire Board of Directors, provided the sole member has approved such amendment.

ARTICLE VII CONFLICTS OF INTEREST

Section 7.1. Purpose. The purpose of the conflicts of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Director of the Corporation. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

Section 7.2. Definitions.

(a) Interested Person. Any Director, principal officer, or member of a committee with Board-delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.

(b) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family --

(1) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or

(2) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

(3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

Section 7.3. Procedures.

(a) Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and all material facts relating thereto to the Board of Directors and members of committees with Board-delegated powers considering the proposed transaction or arrangement.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts relating thereto, and after any discussion thereof, the interested person shall leave the Board of Directors or committee meeting while the financial interest is discussed and voted upon. The remaining Board of Directors or committee members shall decide if a conflict of interest exists.

(c) Procedures for Addressing the Conflict of Interest.

(1) An interested person may make a presentation at the Board of Directors or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

(2) The Chairperson of the Board or chairperson of the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(3) After exercising due diligence, the Board of Directors or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

(4) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board of Directors or committee shall determine by a majority vote of the disinterested Directors

whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(d) Violations of the Conflicts of Interest Policy.

(1) If the Board of Directors or a committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(2) If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the Board of Directors or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 7.4. Records of Proceedings. The minutes of the Board of Directors and all committees with Board-delegated powers shall contain --

(a) Names of Persons with Financial Interest. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board of Directors' or committee's decision as to whether a conflict of interest in fact existed.

(b) Names of Persons Present. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

Section 7.5. Compensation Committees. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

Section 7.6. Annual Statements. Each Director, principal officer and member of a committee with Board-delegated powers shall annually sign a statement which affirms that such person --

- (a) Receipt. Has received a copy of the conflicts of interest policy.
- (b) Read and Understands. Has read and understands the policy.
- (c) Agrees to Comply. Has agreed to comply with the policy.

(d) Tax Exemption. Understands that the Corporation is a charitable organization and that, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7.7. Periodic Reviews. To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, the Corporation may conduct periodic reviews.

1110587_1.DOC

Appendix F

Sample Parent/Student Handbook from KIPP Academy in Houston



KIPP ACADEMY A MEMBER OF THE KIPP NATIONAL NETWORK

Student/Parent Handbook

There Are No
Shortcuts.

Dear Parents and Students,

Welcome to KIPP Academy! We are about to embark on an exciting and well-planned journey. As you already know, the KIPP Academy is committed to a level of achievement that is second to none. When your students graduate, they will be prepared to compete with the rest of the nation's most talented students in the most prestigious high schools and colleges.

This handbook has been designed to communicate the basic policies that we all must follow to ensure that learning remains the focus of each minute of every day. Please go over the policies with your students and keep it handy so that you may refer to it when necessary.

I am looking forward to a powerful and positive year. Please feel free to reach me at any time. My number is listed in the directory along with all the other teachers at KIPP Academy.

Sincerely,

Principal

Student/Parent HandbookNON-NEGOTIABLE EXPECTATIONS FOR KIPP STUDENTS

1. Adherence to the KIPP Commitment to Excellence Form
2. Adherence to the KIPP Credo:
 - *If there is a problem, we look for a solution.*
 - *If there is a better way, we try to find it.*
 - *If a teammate needs help, we give.*
 - *If we need help, we ask*
3. The following expectations are implied by lines 5, 6, 7, 8 and 9 of the KIPP Commitment to Excellence Contract:
 - WORK HARD. BE NICE.
 - Be on-task at all times during class. While anyone is speaking, this means that students will always have their eyes, ears, and brains on that person.
 - Be organized and prepared for all classes. Every day each KIPPster should have at least 2 sharpened pencils with erasers, a pen, and paper in their notebooks. Work should always be completed and presented neatly. The KIPP Heading should be used on all papers. Finally, all papers should be kept neatly in binders and folders.
 - Respond appropriately to all questions. Non-verbal actions matter.
 - Conduct oneself in a orderly manner, demonstrating respect to our educational mission, while at KIPP or a KIPP function.
 - Do the right thing without being told. "Assign Yourself."
 - The KIPP buses are not an entitlement; they are a privilege, which can be earned and can be taken away.
 - The "porch" will be one of the consequences for not adhering to KIPP's expectations, and this consequence ends when the teachers see improvement.
4. Parents and Guardians will be prompt when bringing their children to KIPP functions, and picking up their children from KIPP or KIPP functions.

Dress Code

- 1) Students are to wear a KIPP shirt everyday, Monday through Friday. Their KIPP shirts must be fully visible at all times within the building. Students may also wear KIPP Vests, Sweatshirts, Jackets, and other shirts approved by the School Director and teachers.

- 2) All KIPP shirts must be tucked in.
- 3) On Monday through Friday, students may not wear overalls, jumpers, or any other articles of clothing that cover their KIPP shirts.
- 4) All pants must fit around the waist. Clothing with loops must have be worn with a belt
- 5) Pants and jeans may not be excessively baggy and may not cover the shoes.
- 6) Students may not wear sleeveless or cut-off shirts, blouses, or dresses.
- 7) Students may not wear inappropriately tight or short shirts, pants, shorts, skirts, or pedal pusher s. If a student continuously violates this rule they may be placed on the khaki plan. Students would only be allowed to wear khaki pants.
- 8) Girls may not wear skirts that are shorter than their fingers when held at their sides. (more than 2 inches above the center of their knee) or that have inappropriately long slits (above their knees). Girls are encouraged to avoid wearing dresses or skirts that "ride up" or to wear a slip underneath dresses or skirts.
- 9) Students may not wear hats, caps, do-rags, bandanas, or other head coverings in the school. If students have religious requirements for wearing head covering, this will be permitted.
- 10) For safety reasons the following jewelry will not be permitted at KIPP: necklaces, chains, chokers, multiple finger rings, multiple bracelets, toes rings, and large dangling earrings (larger than 1 inch).
- 11) Students may not pierce any body parts other than their ears.
- 12) Students may not wear make-up with color.
- 13) Students may not wear artificial nails. Students are allowed to paint their nails as long as it is not a distraction in class. This will be determined at the discretion of the grade level.
- 14) Students may wear perfume/cologne. As long as it is not excessive and overpowering.

Telephone Use

Students may not use any school phone without permission from a teacher. Students will only be allowed to use the phone in case of emergency. A teacher or staff member must be present at the time of the call. At times the teacher will dial the number for students. Students who use a phone without permission from a teacher will be subject to disciplinary procedures.

Human Rights Policy

KIPP brings together a diverse group of individuals. It is guided by the principle that respect and consideration for all individuals is foremost in all school activities. It is unlawful to discriminate against any individual based on race, color, religion, sex, nationality, sexual orientation, age or handicap status. KIPP wishes to stress that it is the responsibility of every member of the KIPP community to observe and uphold the principles of equal opportunity as they affect staff, faculty and students in all aspects of school life. It is the responsibility of every member of the KIPP community to actively promote appropriate workplace behavior. Any form of coercion or harassment that insults the dignity of others or impedes their freedom to

work and learn will not be tolerated. Any such form of coercion or harassment will result in appropriate discipline, up to and including, expulsion.

Discipline

The "porch" is KIPP's "time out." It is where the students re-learn the expectations as a member of the KIPP Academy and it is the consequence to reinforce the values of making good decisions. The "porch" means that the student must work in isolation in the classroom; instead of sitting with the group, the student sits apart from the other students. He or she still receives all the instruction and is expected to complete the same class work and homework, but the student works alone. Furthermore, a student on the "porch" eats at a separate table at lunch and breakfast, must ask to go to the restroom at a set time in the morning and afternoon and are separated from the group between classes, does not receive the above-and-beyond snack which the teachers provide as a reward late in the afternoon, and walks in the back of lines. Porched students sit in the front seats on a school bus, and they must ask permission from the teacher to enter and leave a classroom, so the teachers can monitor their actions better and provide a re-focus at the beginning of every class period. They also wear the school uniform polo inside-out so that all the teachers are aware that they are on the "porch" and can make sure they are following the rules well enough to get off the "porch" as quickly as possible. "Porch" students are excluded from certain field trips. Finally, being on the "porch" means that the student jeopardizes the chance to go on field trips.

There are two reasons for the existence of the "porch". This consequence reinforces the basic reward and punishment system of KIPP and life in general: good things happen when an individual makes right choices and bad things happen when an individual makes wrong choices. Second, KIPP places a high value on the concept of TEAM. Students are expected to contribute to the team of students and teachers by respecting others and doing their share of the work. The "porch" is a consequence where all the benefits of the TEAM are taken away and thus, the students comes to value the advantages of being a member of the KIPP TEAM.

KIPP sends students to the "porch" for violating the commitments to which the students agreed when they signed the Commitment to Excellence Form to enter KIPP. Specifically, the students go to the "porch" for not completing homework without calling a teacher, not bringing work home or to the classrooms, continually not participating in class when it is apparent the student needs help or is confused, not communicating with a teacher when there is a problem with completing the work, and committing disrespectful acts to fellow classmates or teachers.

The time spent on the "porch" depends on the conduct and actions of the student. The manner in which a student leaves the "porch" is by demonstrating to the teachers through actions that he or she has learned the lesson, wants to improve on the mistakes, and is willing to change the bad habits that caused the punishment in the first place. This is a subjective judgment on purpose; there are different levels of severity for actions which deserve the "porch", and thus, the duration cannot be uniform for all students. Generally, a minor violation that did not occur a great deal in the past will result in a trip to the "porch" for 1-2 days. Students who go to the "porch" due to repeated bad choices or one severe bad choice can spend a week on the "porch". It should be noted that if bad conduct or bad actions continue on the "porch", the student will not come off and will continue to stay on the "porch" until he or she has demonstrated a change in work and behavior habits. While they are on the "porch" students have to write one set of "porch" letters. In the letter students are to answer 3 questions. What did I do to get on the "porch"? How did this affect my team & family? What can I do to get off the "porch"? Letters are to be completed by Monday morning and turned in to the grade level representative. If a student does not complete "porch" letters the number may be doubled.

In the 5th grade if bad conduct or bad actions continue on the "porch", the student will not come off the "porch" until he/she demonstrates 2-3 consecutive days on the paychecks. In the 6th grade a student will remain on the "porch" for a minimum of a week.

Student/Parent Handbook

KIPP sets the students up for true success. Every student is very capable of making the necessary choices to always avoid the "porch". The "porch" is not linked to grades; it is directly linked to the level of effort the students choose to make, and this effort is judged by teachers who evaluate each student's individual progress. Studying can be part of KIPP homework. As a result of consistent low test & quiz grades a student may be placed on the "porch" in order to focus on the importance of quiz & test preparation. There are students in KIPP who have never made an honor roll list and have never gone to the "porch". The ability to contact a teacher 24 hours a day, 7 days a week greatly helps to ensure that the students can always demonstrate a high level of effort.

There are too many obstacles facing the KIPP students in their quest to go to college. With the effort they are making to overcome these unfair, overwhelming odds, the children do not deserve to lose out on educational opportunities due to other students in the same classroom who are negatively contributing to the overall dynamics of the learning environment. The "porch" serves to insulate the students who want to learn from these negative influences, and motivates students who cause problems to make the necessary changes in order to positively contribute to the KIPP TEAM.

Discipline

- Paychecks are used to motivate and reward students, not punish them. KIPP dollars can be used to buy KIPP shirts and certain school supplies. The paychecks are usually tallied at end of the school day on Friday and handed out on the following Monday.
- Each paycheck has 10 categories; the maximum number of KIPP dollars earned in each category is a 2, making a perfect paycheck to total up to 20 KIPP dollars.
- In most cases, a paycheck monitor is assigned for each class and he or she is responsible for carrying a clipboard with the week's paychecks. Teacher may write comments and their initials in the allotted space on the paychecks during class, or at a later time in the day. The paychecks for all grades are located on the shelf outside the photocopy room.

Parents may be contacted if a student receives low paychecks.

- A 10 - 11 paycheck means that a student had an average, mediocre week.
- A 12 - 14 paycheck means that a student had a very good week.
- A 15 - 17 paycheck means that a student had an excellent week.
- A 18 or higher paycheck means that a student had a nearly perfect week.
- A blank paycheck with no comments should automatically receive a 0.
- *The paychecks will be review throughout the year and determine who earns invitations to filed trips, end of the year trips, and special events etc. Privileges may be taken away based on a student's paycheck and/or average paycheck amount.*

Sep 03 03 12:30p

KIPP

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p. 3

Contingencies

KIPP Foundation, Inc.

94-3362724

Official Name of Charter Holder

FBI No./Taxpayer ID

KIPP Aspire Academy

Charter School Name

County-District No.

TEXAS EDUCATION AGENCY

Division of Grants Administration

General Application of Assurances for Federal Programs Administered by the
U.S. Department of EducationAuthority for Data Collection: 20 USC Section 1232e and P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a).Planned Use of Data: The requirements established in United States Code Annotated, Title 20, Education, Chapter 31, Subchapter III, Section 1232e stipulate that "Each local education agency which participates in an applicable program under which federal funds are made available to such agency through a State agency shall submit, to such agency or board, a general application containing the assurances set forth in subsection (b) of this section". The requirements of P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a) stipulate that "any applicant, other than a State educational agency that submits a plan or application under this Act, whether separately or pursuant to section 9305, shall have on file with the State educational agency a single set of assurances, applicable to each program for which a plan or application is submitted." The application shall cover the participation by the local educational agency, public agency, nonprofit private agency, institution, organization or Indian tribe in all federal programs administered by the U.S. Department of Education.Instructions: This general application will be in effect for the duration of participation in federal programs until such time as the requirements change. The superintendent or authorized official must sign the certification and return to the address below. Payment for federally funded applications and contracts cannot be made by this Agency until the general application is received. Payments to grantees for current grants may be delayed if the General Application of Assurances is not received in the time requested. For further information, contact the Division of Grants Administration at (512) 463-9269.Certification:

I, the undersigned authorized official for the above-named local educational agency, public agency, nonprofit private agency, institution, organization or Indian tribe in accordance with 20 USC Section 1232e and P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a), hereby apply for participation in federally funded education programs.

I certify that the above-named local educational agency, public agency, nonprofit private agency, institution, organization or Indian tribe will adhere to the assurances stated on the reverse side of this form.

Typed Name of Authorized Official of Charter Holder	Date	Telephone	Authorized Original Signature (blue ink)	
Scott W. Hamilton	9/04/03	415-433-7475		
Typed Title of Authorized Official of Charter Holder				
President & CEO				
Address of Charter Holder		City	State	Zip Code
345 Spear Street, Suite 510		San Francisco	CA	94105

Return original to:

Texas Education Agency
 William B. Travis Bldg.
 Document Control Center, Room 6-108
 1701 North Congress
 Austin, Texas 78701

DF/GA-001R02

Sep 03 03 12:30p

KIPP

4045419972

p. 4

ASSURANCES

The following assurances are provided in accordance with the United States Code Annotated, Title 20, Education, Chapter 31, Subchapter III, Section 1232e and P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a):

Assurance is hereby given that:

- (1) the local educational agency will administer each program covered by the application in accordance with all applicable statutes, regulations, program plans, and applications;
- (2) the control of funds provided to the local educational agency under each program, and title to property acquired with those funds, will be in a public agency and a public agency will administer those funds and property;
- (3) the local educational agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that agency under each program;
- (4) the local educational agency will make reports to the Texas Education Agency or State Board of Education and to the Secretary of Education as may reasonably be necessary to enable the Texas Education Agency or State Board of Education and the Secretary of Education to perform their duties and the local educational agency will maintain such records, including the records required under section 1232f * of this title, and provide access to those records, as the Texas Education Agency or State Board of Education or the Secretary of Education deem necessary to perform their duties;
- (5) the local educational agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program;
- (6) any application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public;
- (7) in the case of any project involving construction-
 - (A) the project is not inconsistent with overall State plans for the construction of school facilities, and
 - (B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under section 794 of Title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities;
- (8) the local educational agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects; and
- (9) none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

AND

In addition to the above, the following assurances are provided in accordance with P. L. 107-110, No Child Left Behind Act of 2001, Title IX, Part C, Section 9306 (a):

- (1) (A) the control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to those entities; and
(B) the public agency, nonprofit private agency, institution, or organization, or Indian tribe will administer the funds and property to the extent required by the authorizing statutes;
- (2) the applicant will adopt and use proper methods of administering each such program, including --
(A) the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; and
(B) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation;
- (3) the applicant will cooperate in carrying out any evaluation of each such program conducted by or for the State educational agency, the Secretary, or other Federal officials;
- (4) before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and considered such comment.

* Section 1232f, United States Code, Title 20, Education

RECORDS

Each recipient of Federal funds under any applicable program through any grant, subgrant, cooperative agreement, loan, or other arrangement shall keep records which fully disclose the amount and disposition by the recipient of those funds, and the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective financial or programmatic audit.

DFGA-001A02



TEXAS EDUCATION AGENCY
School Financial Audits Division

MEMORANDUM

TO: Ertha Patrick, Division Manager
Charter Schools Division

FROM: Ramón Medina, Senior Audit Manager *RM*

DATE: September 5, 2003

SUBJECT: Review of Document 351/03/26/03-010

Auditors reviewed the Application for an Open-Enrollment Charter School – Ninth Generation (document 351/03/26/03-010) (the charter application) filed by KIPP Foundation, Inc. (FEIN: 94-3362724) (the charter applicant), a Texas nonprofit corporation granted exemption from federal income taxation pursuant to section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3). The name for the proposed charter school is KIPP Aspire Academy (the proposed charter school). Auditors reviewed the charter application to ensure that the charter applicant did not propose to operate a charter school in a manner inconsistent with state and federal laws and regulations. Auditors also reviewed the charter application to determine if it contained any inconsistencies or discrepancies. This memorandum summarizes our observations and includes our inquiries or recommendations, as appropriate.

Summer Component

Observation 1. On page 111 of the charter application, the charter applicant stated that "KIPP Aspire Academy will surpass the local school district's calendar of minimal days and will add 16-18 Saturdays as well as a summer component." The charter applicant further stated that "The summer component will be scheduled to commence prior to the beginning of the school year (typically July)."

Inquiry 1. How does the charter applicant propose to fund the summer component?

Attachment 3: Salary Schedules for School Officers, Teachers and Other Instructional Staff

Observation 2. The proposed charter school would only have a maximum allowable enrollment of 360 students after year 3. However, the proposed salary range for the School Director is \$70,000 to \$90,000.

Recommendation 1. The charter applicant must forward a copy of the market analysis that it conducted to support the proposed salary range. The documentation must include a notation of the date(s) that the analysis was conducted and the source of the data used.

Attachment 4: Letter of Determination

Observation 3. The Letter of Determination from the Internal Revenue Service and Article VIII of the Second Amended and Restated Bylaws (Refer to Attachment 6) indicated that the charter applicant's fiscal year end would be June 30. This would be inconsistent with the fiscal year end of

MEMORANDUM

DATE: September 5, 2003
SUBJECT: Review of Document 351/03/26/03-010, page 2

August 31 that would be required by the applicable contract for charter. If unresolved, this issue may result in financial accounting issues related to the filing of the organization's audit report, IRS Form 990 and the general maintenance of accounting records.

Recommendation 2. The charter applicant must address this inconsistency.

Attachment 16: Supporting Letters of Credit and Sources of Private Funds

Observation 4. The letter dated March 12, 2003 from the KIPP National and the U. S. Department of Education's Fund for the Improvement of Education stated that the charter applicant was invited "to submit a plan for the allocation of \$30,000" from a grant under the Fund for the Improvement of Education. However, the letter did not actually indicate that the amount was awarded to the charter applicant.

Recommendation 3. The charter applicant should forward adequate and sufficient documentation regarding its assertion on page 102 of the charter application that it will receive \$30,000 from the Fund for the Improvement of Education.

Attachment 17: Start Up Budget

Observation 5. The charter applicant indicated that it would expend \$152,034 in unrestricted funds. However, it did not identify any beginning net assets or revenues that would be used for these expenses. Furthermore, the charter applicant indicated that it would expend \$102,925 in temporarily restricted net assets from beginning net assets and revenues of \$25,000 and \$130,000, respectively. Consequently, the charter applicant projected a deficit in net assets of \$99,959 prior to the inception of charter school operations.

Observation 6. If not adequately addressed, the proposed charter school will not commence operations successfully. The governing body, administrators, and teachers may not be able to adequately address issues associated with the start up of the proposed charter school due to the constraints created by the non-availability of financial resources. As a result, students of the proposed charter school may be detrimentally affected by the charter applicant's failure to ensure that the proposed charter school had sufficient and adequate financial resources to commence operations.

Inquiry 2. How does the charter applicant intend to ensure that the proposed charter school is able to commence operations in light of the projected beginning deficit in net assets of \$99,959?

Observation 7. The charter applicant identified an amount of \$15,250 as other debt fees (refer to page 257 of the charter application).

Inquiry 3. What constitutes other debt fees?

CHARTER CONTINGENCIES FOR GENERATION 9 APPLICANT^{CONTINGENCIES}
KIPP Foundation, Inc.
KIPP Aspire Academy

NINE-DIGIT EMPLOYER ID NUMBER FROM IRS: 94-3362724

DATE PROPOSED FOR OPENING: 7/2004

NEW or CONVERSION: Conversion (KIPP, Inc Charter)

PROPOSED CHARTER SCHOOL NAME: KIPP Aspire Academy

COUNTY: Bexar

SBOE DISTRICT: 3

ESC: 20

MAILING ADDRESS: 1826 Basse Rd, San Antonio, TX 78213

SITE ADDRESS: 1826 Basse Rd, San Antonio, TX 78213

CONTACT PERSON: Mark Larson

TELEPHONE NUMBER: 210.771.1449

FAX NUMBER: 210.735.7300

EMAIL ADDRESS: mlarson@kipp.org

MAXIMUM GRADES SERVED: 5-8
Year 1 = 5-6
Year 2 = 5-7
Years 3-5 = 5-8

MAXIMUM ENROLLMENT: 360
Year 1 = 180
Year 2 = 270
Years 3-5 = 360

MAXIMUM CLASS SIZE Clarify.
P. 46 says 20:1, but P. 64 says class size of 30.

NUMBER OF SITES 1

BIOGRAPHICAL AFFIDAVITS:

(CS = Charter School Officer,
SE = Sponsoring Entity Board Member,
BM = Charter School Board Member)

Mark Larson - CS
Michael Feinberg - SE
David Levin - SE
Donald Fisher - SE
Doris Fisher - SE
Scott Hamilton - SE
John Fisher - SE
Shawn Hurwitz - SE

CONTINGENCIES

CURRICULUM AND ASSESSMENT

PERSONNEL

- **Clarify employment policy** as discussed on P. 48 states that teachers will serve as "at-will" employees, but will serve for at least 2 years.
- **Clarify meaning of statement on P. 49** that states that one of the responsibilities of the office manager will be: "Receipts income from students and parents of the school."

OTHER

- **Clarify school hours.**
 - P. 7 states Saturday school will be held 2-3 Saturdays a month for 4 hours, but PP. 10 & 25 say it will be 4.5 hours.
 - PP. 7, 10, 25 state summer school will be 3 weeks long, but P. 8 states that it will be 1 month.
- **Clarify goals.** On P. 11, does Goal 1, C refer to year 2 or 3? P. 12 does Goal 7, C refer to year 2 or 3?
- **Clarify what is meant by "Systems"** on P. 14.
- **Demonstrate understanding** that TEA does not have the authority to approve the "transfer of the charter from the KIPP Foundation, Inc. to KIPP Aspire Academy, Inc." as stated on P. 36.
- **Clarify geographic boundaries.** P. 66 has several statements that do not support the geographic boundaries listed in Attachment 27: "...opened to all residents of the State of Texas." "Any student who expresses his/her intent to enroll by signing the KIPP Aspire Academy's Commitment to Excellence, and has his or her parent or gaurdian sign this commitment, will be invited to attend..." "...second preference given to students who reside in the schools's geographic area to be served." P. 238 (Summary of Public Hearing) states that geographic boundaries are "...inside Loop 410, except Alamo Heights and military bases."
- **Clarify non-discrimination statement** (PP. 67 & 155) in accordance with TEC 12.111: "prohibit discrimination in 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"
- **Assure that "Commitment to Excellence" will not violate open-enrollment nature of charter.** Parent's commitment states "Failure to adhere to these commitments can cause my child to lose various KIPP priveges and can lead to my child returning to his/her home school."

KIPP:Fax cover

DATE: January 30, 2004

TOTAL PAGES: 5

TO: Holly Noak

FAX NUMBER: 512.463.9732

FROM: Marni Mohr

SUBJECT: KIPP Foundation Contingencies for KIPP Aspire Academy

Dear Holly,

Please find the attached contingencies responses for KIPP Foundation's Application for KIPP Aspire Academy. I will be emailing a copy of these to your attention as well.

Please let me know if there is any additional information you would like to see. I can be reached at 404.541.9975 or mmohr@kipp.org.

Thank you for your time and consideration.

Knowledge Is
Power Program

www.kipp.org

KIPP- Atlanta Office
1801 Piedmont Avenue, NE
Suite 101
Atlanta, GA 30324
404.541.9975

461

CHARTER CONTINGENCIES FOR GENERATION 9 APPLICANT**KIPP Foundation, Inc.****KIPP Aspire Academy****NINE-DIGIT EMPLOYER ID NUMBER FROM IRS:** 94-3362724**DATE PROPOSED FOR OPENING:** 7/2004**NEW or CONVERSION:** Conversion (KIPP, Inc Charter)**PROPOSED CHARTER SCHOOL NAME:** KIPP Aspire Academy**COUNTY:** Bexar**SBOE DISTRICT:** 3**ESC:** 20**MAILING ADDRESS:** 1826 Basse Rd, San Antonio, TX 78213**SITE ADDRESS:** 1826 Basse Rd, San Antonio, TX 78213**CONTACT PERSON:** Mark Larson**TELEPHONE NUMBER:** 210.771.1449**FAX NUMBER:** 210.735.7300**EMAIL ADDRESS:** mlarson@kipp.org**MAXIMUM GRADES SERVED:** 5-8
Year 1 = 5-6
Year 2 = 5-7
Years 3-5 = 5-8**MAXIMUM ENROLLMENT:** 360
Year 1 = 180
Year 2 = 270
Years 3-5 = 360**MAXIMUM CLASS SIZE** Clarify.
P. 46 says 20:1, but P. 64 says class size of 30.**NUMBER OF SITES** 1

BIOGRAPHICAL AFFIDAVITS:

(CS = Charter School Officer,
SE = Sponsoring Entity Board Member,
BM = Charter School Board Member)

Mark Larson - CS
Michael Feinberg - SE
David Levin - SE
Donald Fisher - SE
Doris Fisher - SE
Scott Hamilton - SE
John Fisher - SE
Shawn Hurwitz - SE

CURRICULUM AND ASSESSMENT**PERSONNEL**

- **Clarify employment policy** as discussed on P. 48 states that teachers will serve as "at-will" employees, but will serve for at least 2 years.
- **Clarify meaning of statement on P. 49** that states that one of the responsibilities of the office manager will be: "Receipts income from students and parents of the school."

OTHER

- **Clarify school hours.**
 - P. 7 states Saturday school will be held 2-3 Saturdays a month for 4 hours, but PP. 10 & 25 say it will be 4.5 hours.
 - PP. 7, 10, 25 state summer school will be 3 weeks long, but P. 8 states that it will be 1 month.
- **Clarify goals.** On P. 11, does Goal 1, C refer to year 2 or 3? P. 12 does Goal 7, C refer to year 2 or 3?
- **Clarify what is meant by "Systems"** on P. 14.
- **Demonstrate understanding** that TEA does not have the authority to approve the "transfer of the charter from the KIPP Foundation, Inc. to KIPP Aspire Academy, Inc." as stated on P. 36.
- **Clarify geographic boundaries.** P. 66 has several statements that do not support the geographic boundaries listed in Attachment 27: "...opened to all residents of the State of Texas." "Any student who expresses his/her intent to enroll by signing the KIPP Aspire Academy's Commitment to Excellence, and has his or her parent or gaurdian sign this commitment, will be invited to attend..." "...second preference given to students who reside in the schools's geographic area to be served." P. 238 (Summary of Public Hearing) states that geographic boundaries are "...inside Loop 410, except Alamo Heights and military bases."
- **Clarify non-discrimination statement** (PP. 67 & 155) in accordance with TEC 12.111: "prohibit discrimination in 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"
- **Assure that "Commitment to Excellence" will not violate open-enrollment nature of charter.** Parent's commitment states "Failure to adhere to these commitments can cause my child to lose various KIPP privileges and can lead to my child returning to his/her home school."

CHARTER CONTINGENCIES FOR GENERATION 9 APPLICANT

KIPP Foundation, Inc.
KIPP Aspire Academy

The following clarifications will be made in the final document submitted to the TEA:

TELEPHONE NUMBER should be as follows: 210.735.7300

FAX NUMBER should be as follows: 210.735.7305

MAXIMUM CLASS SIZE:

KIPP Aspire Academy plans to have 9 teachers for 180 students in year one and approximately 19 full time teachers for 360 students at full size as stated on page 46. The teacher to student ratio would be 1:20. This is the ratio of full time staff to the number of students.

Page 46 will be corrected to state that the teacher to student ratio will be 1:20.

The teacher to student ratio includes all staff members and all students and will be roughly 1:20, this. However, the maximum amount of students in one classroom will be 30 students. Therefore, the maximum class size will be 30 and will remain as stated on page 64.

OTHER**Personnel**

- Clarify employment policy as discussed on p. 48 that states that teachers will serve as "at-will" employees, but will serve for at least 2 years.
 - Teachers at KIPP Aspire Academy will serve as at-will employees and will not be required to serve for two years. The language will be changed to state that teachers will serve as "at-will" employees and will ideally serve for at least 2 years.
- Clarify meaning of statement on p. 49 that states that one of the responsibilities of the office manager will be: "Receipts income from students and parents of the school."
 - The above statement on page 49 will be taken out of the document.

Clarify school hours

- Page 7 will be corrected to state that Saturday school will be 4 and one half hours.
- Page 8 will be corrected to state that summer school will be three weeks long.

Clarify goals

- Page 11, Goal 1, C refers to year three and will be corrected.
- Page 12, Goal 7, C will be corrected to read year three.

Clarify what is meant by "Systems" on pg. 14

The term "Systems" refers to the way that the school handles various items such as registration, checking homework, running Advisory, running lunch and the lunch count.

Demonstrate understanding that TEA does not have the authority to approve the transfer of the charter as stated on page 36.

- The language regarding the transfer of the charter will be removed. Page 36 will be corrected to state, "KIPP Foundation will act as the founding coalition of KIPP Aspire Academy. The Board of KIPP Aspire Academy..."

Clarify geographic boundaries

- o Page 66 will be corrected to state "KIPP Aspire Academy is a free public school open to all residents living inside Loop 410, except Alamo Heights and military bases."

Clarify non-discrimination statement

- o Page 67 will be corrected to state, "and shall not discriminate against any student on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend."
- o Page 115 will be corrected to state "KIPP Aspire Academy shall not discriminate on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend."

Assure that Commitment to Excellence will not violate open-enrollment nature of charter.

- o KIPP Aspire Academy is a school of choice and commitment. The Commitment to Excellence Form will not violate the open-enrollment nature of the charter.
- o The Commitment to Excellence Form is not used as an admissions form. The form is used after a student has decided to enroll to ensure that students fully appreciate the rigorous requirements of the KIPP program.

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KIPP ASPIRE CHARTER SCHOOL

Review Date: 8/13/03

SPECIAL EDUCATION 9TH GENERATION APPLICATION REVIEW

Grade Levels: 5-8

A review of the Open-Enrollment Charter Application resulted in the following concerns and contingencies. Submit the required responses in the order and with the detailed item headings presented below.

Column A	Col. B	Column C	Column D
SECTION	Page	CONCERNS	CONTINGENCIES A (Provide the requested documentation, in the order listed, using the section headings in Column A.)
3. Student Goals	10	There is no mention of the SDAA and the LDAA for students with disabilities who are exempted from the TAKS and the SDAA. It is unclear how results for students with disabilities who are exempted from the TAKS and the school's standardized test will be included in the school's performance measures.	Provide clarification regarding the SDAA and LDAA and how the school will include students with disabilities who are exempt from the TAKS and/or the school's standardized test into measures of school-wide performance.
6. Human Resources	39	It is not clear that the charter includes in its policies that all special education and related services will be provided by personnel who are appropriately certified or licensed in the area of assignment.	Provide an assurance that school policy will reflect that all special education and related services personnel will be certified, endorsed, or licensed in the in the area of assignment.

DETAILED DESCRIPTION OF HOW THE SCHOOL WILL ACCOMMODATE STUDENT WITH DISABILITIES

COLUMN 1	COLUMN 2	COLUMN 3
SPECIAL EDUCATION SUBSECTIONS	CONTINGENCIES B Unchecked items were insufficiently addressed. Resubmit a complete and revised response to the chart on page 109 of the application by addressing each subsection in Column 1 and every item in Column 2, in the order listed below. Use the Column subsection headings and include each Column 2 item title and legal cite listed below. Use appropriate spacing and formatting to ensure legibility and ease of review.	CONTINGENCIES C (Respond as directed to each "Concern" in Column 3 below. These responses are in addition to the information requested in Column 2.)
A. Child Find	☒ Description of applicant's process to meet child find requirements of: ☒ §300.125. Child find.	

34 CFR 300.125	(a) ☒ General requirement. (c) ☒ Child find for children from birth through age 2 when the SEA and lead agency for the Part C program are different. (e) ☒ Confidentiality of child find data.	169
B. Confidentiality 34 CFR Part 99; 34 CFR 300.127; 300.560-300.575 TEC 26.004 19 TAC 89.1050(f)(3)	☐ §26.004. Access to Student Records ☐ §89.1050(f)(3). (<i>Transfer of Records</i>) ☐ §300.127(a). Confidentiality of personally identifiable information. ☐ §300.560. Definitions. ☐ §300.561. Notice to parents. ☒ §300.562. Access rights. ☒ §300.563. Record of access. ☒ §300.564. Records on more than one child. ☒ §300.565. List of types and locations of information. ☒ §300.566. Fees. ☒ §300.567. Amendment of records at parent's request. ☒ §300.568. Opportunity for a hearing. ☒ §300.569. Result of hearing. ☒ §300.570. Hearing procedures. ☒ §300.571. Consent. ☒ §300.572. Safeguards. ☒ §300.573. Destruction of information. ☐ §300.574. Children's rights. ☒ An Assurance by the Charter to abide by FERPA in 34 CFR Part 99	
C. Procedural Safeguards 34 CFR 300.504	☒ §300.504. Procedural safeguards notice. (a) ☒ General. (a) ☒ Initial referral for evaluation (b) ☒ Each ARD / IEP notification (c) ☒ Reevaluation (d) ☒ Receipt of a request for due process (b) ☐ Contents. (Reference to the current <i>Notice of Procedural Safeguards: Rights of Parents of Students with Disabilities</i> , is sufficient for (b)) (c) ☐ Notice in understandable language.	Concern: Page 76. The applicant references <i>An Explanation of Rights and Procedural Safeguards</i> , which is an outdated version of the TEA notice document. The current TEA developed notice of procedural safeguards, which is located on the TEA website below, is the document that must be given to parents by the school. <i>Notice of Procedural Safeguards: Rights of Parents of Students with Disabilities</i> may be viewed at: http://www.tea.state.tx.us/special.ed/explansa// • Provide an assurance that the new

		<i>Notice of Procedural Safeguards: Rights of Parents of Students with Disabilities will be provided to meet the requirements of §300.504.</i>
D. Notice 34 CFR 300.503; 300.345; TEC 26.0081; 19 TAC 89.1015; 89.1045	☒ §89.1015. Time Line for All Notices. ☒ §300.503. Prior notice by the public agency; content of notice. (a) ☒ Notice. (b) ☒ Content of notice. (c) ☒ Notice in understandable language. ☒ §300.345 (b). Parent participation: Information provided to parents. ☐ §26.0081. Right to Information Concerning Special Education. (<i>Guide to the ARD Process</i>) ☐ §89.1045(a). Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings.	Concern: Page 76. It is not clear that the applicant understands that the requirements of §89.1015 and §300.503 apply to all notices, not just notice of ARD meetings. Provide documentation that reflects an understanding of the requirements for all notices.
E. Evaluation 34 CFR 300.530 – 300.543; TEC 29.004; 19 TAC 89.1011; 89.1015; 89.1040	☐ §89.1011. Referral for Full and Individual Initial Evaluation. ☐ §29.004. Full Individual and Initial Evaluation. ☐ §300.531. Initial evaluation. ☐ §300.532. Evaluation procedures. ☒ §300.533. Determination of needed evaluation data. ☐ §89.1040. Eligibility Criteria. ☐ §300.534. Determination of eligibility ☐ §300.535. Procedures for determining eligibility and placement. ☐ §300.536. Reevaluation. <i>For Students with Learning Disabilities...</i> ☒ §300.540. Additional team members. ☐ §300.541. Criteria for determining the existence of a specific learning disability. ☐ §300.542. Observation. ☐ §300.543. Written report.	Concern: Page 78 and 80. The discussion regarding records of decisions of special education eligibility, documentation of referral and evaluation data, and the process, including the 30-day timelines is unclear and appears to be inconsistent with rules and regulations, and page 81 of the application. - Provide clarification that reflects an understanding of the requirements related to evaluation and determination of eligibility Concern: Page 78 and 79. The narrative states that all <i>except those referred for homebound, hospitalized, or speech impaired</i> will receive a full, in-depth evaluation. This reflects a lack of understanding of the process to individually determine the scope of an evaluation for each students referred for evaluation for special education, as outlined in §300.533. - Provide clarification that reflects an understanding of the requirements related to §300.533. Provide clarification that reflects an understanding of the requirements related to §300.533.

F.
Development &
Implementation of the
IEP; ESY; Restraint &
Time Out

34 CFR 300.342 –
300.350;

§300.121;

300.309;

TEC 37.0021;

19 TAC 89.1050;

§89.1045

89.1053;

89.1055;

89.1065

☐ §89.1050(a). (ARD Committee)

☐ §89.1050(d). (30 day timeline)

☐ §89.1045(b). Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings.

☐ §300.342. When IEPs must be in effect.

(a) ☐ General.

(b) ☐ Implementation of IEPs.

☐ §89.1050(b). (IFSP/IEP)

☐ §89.1050(f). (Transfer students)

☐ §300.121 (c)-(e). Free appropriate public education.

☐ §300.343. IEP meetings.

(a) ☐ General.

(b) ☐ Initial IEPs; provision of services.

(c) ☐ Review and revision of IEPs.

§300.344. IEP team.

(a) ☐ General.

(b) ☐ Transition services participants.

(c) ☐ Determination of knowledge and special expertise.

(d) ☐ Designating a public agency representative.

☐ §89.1050(c). (Teacher member requirements)

☐ §300.345. Parent participation.

(a) ☒ Public agency responsibility—general.

(c) ☒ Other methods to ensure parent participation.

(d) ☒ Conducting an IEP meeting without a parent in attendance

(e) ☒ Use of interpreters or other action, as appropriate.

(f) ☐ Parent copy of child's IEP.

☐ §300.346. Development, review, and revision of IEP.

(a) ☐ Development of IEP.

(b) ☐ Review and Revision of IEP

(c) ☐ Statement in IEP.

(d) ☐ Requirement with respect to regular education teacher.

☐ §300.347. Content of IEP.

(a) ☐ General.

(b) ☐ Transition services.

	(c) ☐ Transfer of rights. ☐ §89.1055. Content of the Individualized Education Program (IEP). ☒ §89.1050(e). (<i>The IEP Report</i>) ☐ §300.348. Agency responsibilities for transition services. ☐ §300.350. IEP accountability. (a) ☐ Provision of services. ☒ §300.309. Extended school year services. ☐ §89.1065. Extended School Year Services (ESY Services). ☐ §89.1050(g). (<i>Discipline</i>) ☐ §89.1050(h). (<i>Disagreements</i>) ☐ §37.0021. Use of Confinement, Restraint, Seclusion, and Time-Out. ☐ §89.1053. Procedures for Use of Restraint and Time-Out.	
G. Least Restrictive Environment (LRE) Placement 34 CFR 300.550-553; 19 TAC 89.63(a-c)	☒ §300.550. General LRE requirements. ☐ §300.551. Continuum of alternative placements. ☐ §89.63. Instructional Arrangements and Settings. ☒ §300.552. Placements. ☒ §300.553. Nonacademic settings.	
H. Transition Planning 34 CFR 300.29, TEC 29.011; 19 TAC 89.1110;	☐ §300.29. Transition services. ☐ §29.011. Transition Planning. (An assurance to abide by the rules developed by TEA in response to §29.011.)	Reminder: The ITP, referenced on page 91 was required under TEC 29.001. Recent legislation eliminated the need for an ITP as of September 1, 2003. However, schools still must adhere to all federal regulations regarding transition and any rules developed under §29.011.
I. Certified Personnel 34 CFR 300.26, 300.136; 19 TAC 89.1131; SBEC guidelines	☒ §89.1131. Qualifications of Special Education, Related Service, and Paraprofessional Personnel.	

CONTINGENCIES

J. Services to Expelled Students 34 CFR 300.121, 300.522; TEC Chapter 37.004	☐ §300.121(d). FAPE for children suspended or expelled from school. ☒ §300.522. Determination of setting. ☒ §37.004. Placement of Students with Disabilities	Concern: Page 92. The application states that "if the current IEP cannot be implemented while a student is in an alternate placement for more than 10 days or on expulsion, then the IEP will be revised during this time in such a manner that it can be implemented." This is not consistent with the requirements under §300.121(d). • Provide clarification of how the school will appropriately implement §300.121(d).
K. Allowable Expenditures of State Special Education Funds 19 TAC 89.1125 19 TAC 105.11	☐ §89.1125. Allowable Expenditures of State Special Education Funds. ☐ §105.11 85% direct costs	

For assistance in responding the specific contingencies and concerns identified above, please contact Ms. Marty Murrell in the TEA Division of Special Education at 512-463-9362 or mmurrell@tea.state.tx.us.

Maggie Baker

Senior Counsel

Division of Legal Services

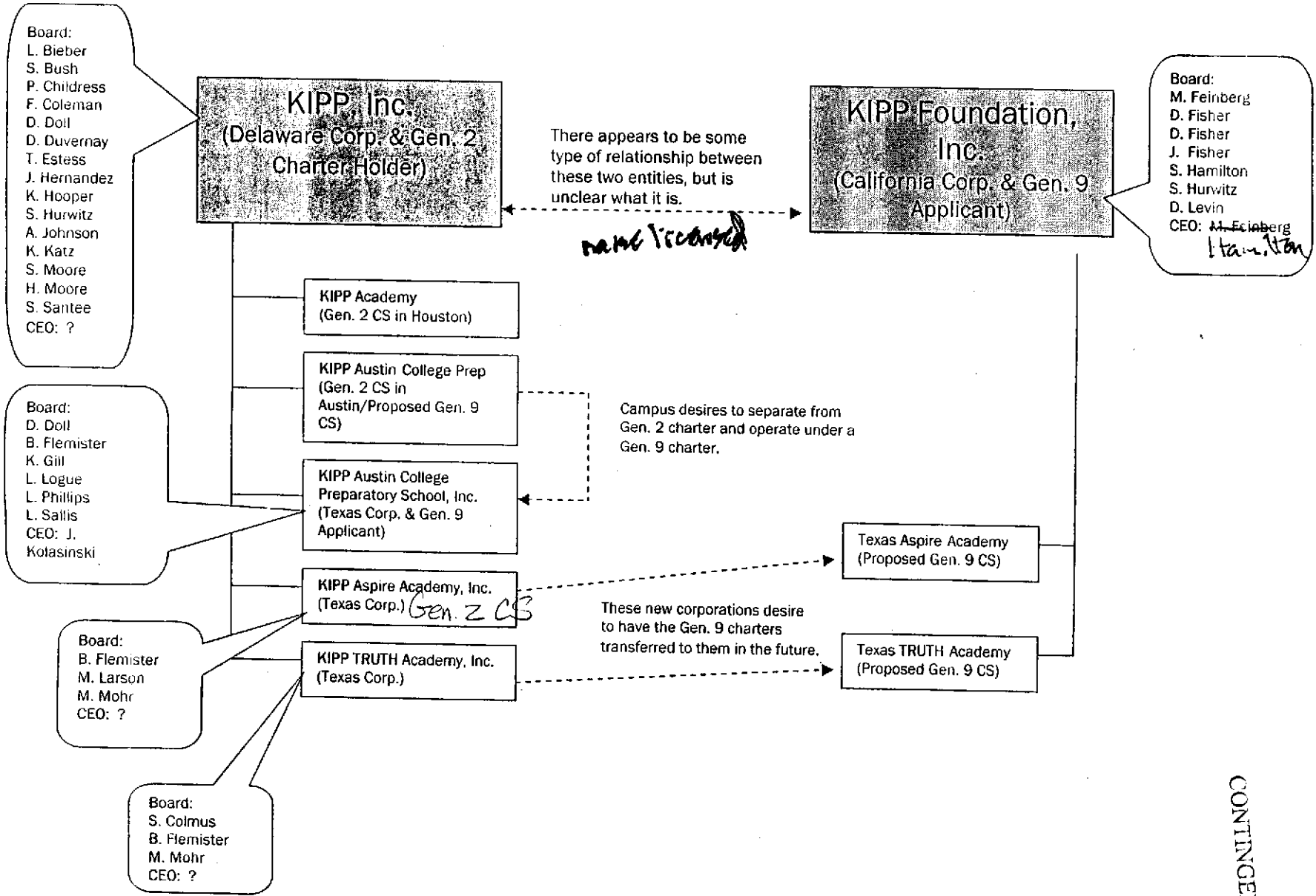
LEGAL REVIEW OF GENERATION 9 APPLICATION

Proposed Charter School: KIPP Aspire Academy

Sponsoring Entity: KIPP Foundation, Inc.

AREAS REVIEWED	ISSUES IDENTIFIED
Governance Structure	This application raises serious concerns in the area of governance. • <u>Transfer Issue</u> - Page 36 of the application reflects that another corporation, KIPP Aspire Academy, Inc., will seek to have the charter transferred to it in the future. It is unclear why KIPP Aspire Academy, Inc. is not applying for the charter itself. Presumably, KIPP Aspire Academy, Inc. is currently ineligible to hold a charter because it lacks an IRS 501(c)(3) determination letter. The practice of the SBOE in recent years has been to transfer charters only in exceptional situations. The agency discourages a corporation from sponsoring a charter application if does not intend to remain the charter holder in the future. • <u>Perplexing organizational structure</u> - Another concern relates to the relationships between KIPP Foundation, Inc., KIPP, Inc. and KIPP Aspire Academy, Inc. <i>A chart that illustrates what legal staff has pieced together about the relationships between the entities is attached.</i> 1. KIPP Foundation, Inc., is a California corporation. It has some type of relationship with KIPP, Inc., a Delaware corporation that currently holds a Generation 2 charter, but the exact nature of the relationship is unclear. The corporations have a board member and some employees and officers in common, including M. Feinberg. 2. KIPP Aspire Academy, Inc. also has a relationship with KIPP, Inc. According to KIPP Aspire Academy, Inc.'s articles of incorporation and bylaws, KIPP, Inc. is the sole member of the corporation (i.e., KIPP Aspire Academy, Inc. is a subsidiary of KIPP, Inc.). If KIPP, Inc.'s board of directors elects KIPP Aspire Academy, Inc.'s board of directors or essentially controls the subsidiary corporation, it raises a question as to why KIPP, Inc. is not applying for this charter itself. 3. Page 64 of the application includes a statement that KIPP Foundation, Inc. will be the sole member of KIPP Aspire Academy, Inc. This could be a mistake or might reflect that the membership will change in the future. The applicant should clarify this issue. • <u>Managing School Board</u> - The application reflects that KIPP Aspire Academy, Inc.'s board will function as the managing school board. However, page 118 states that the members of the school board have not yet been determined. It is unclear why the current board of KIPP Aspire Academy, Inc. has not been designated as the school board. • <u>Is there more than one KIPP, Inc.?</u> - KIPP Aspire Academy, Inc.'s bylaws state that KIPP, Inc. is a Texas nonprofit corporation, but no such entity is found on the Secretary of State's database. The only entity named KIPP, Inc. on the database is the Delaware corporation that currently holds the Generation 2 charter. The applicant should clarify this issue. • <u>Open Meetings</u> - Even though the sponsoring entity is a foreign corporation, it will be subject to the Texas Open Meetings Act (TOMA) when conducting charter school business. Accordingly, a number of the provisions in Article III of the bylaws must be changed in order to comply with the TOMA. In particular, the bylaws must provide that any meetings at which charter school issues are discussed must be held in Texas and must follow the notice requirements of the TOMA. • <u>Records</u> - Article VII of the bylaws must be revised so that it clarifies that all records of the charter school will be physically maintained in Texas in

	accordance with 19 TAC § 110.1203.
Biographical Affidavits	- At the time the application was submitted, the members of the school board had not been selected. If these individuals have since been selected, the affidavits of the individuals should be submitted. As stated above, it is unclear why KIPP Aspire Academy, Inc.'s board of directors was not designated as the school board. - Although M. Feinberg is employed by the sponsoring entity, his affidavit reflects that he receives no compensation from the sponsoring entity. The applicant should clarify whether Feinberg receives any form of compensation as a result of his employment with KIPP Foundation. (Mr. Feinberg is also employed by KIPP, Inc. Once we have an understanding of the relationship between the two entities, we can evaluate whether the dual employment presents a conflict of interest). D. Levin is employed by KIPP Academy in Bronx, NY. The applicant should clarify what the relationship of this school is to the sponsoring entity (and the other two corporations) and whether Levin receives any form of compensation from the sponsoring entity.
Teacher Qualifications	The requirements for teachers should be modified slightly. - The No Child Left Behind Act requires that all core academic subject area teachers have a bachelor degree <u>and</u> demonstrate "competency" in each subject area they teach. At a minimum, the applicant must state that each teacher of a core academic subject area will have a bachelor degree and will meet all other requirements under federal and state laws and regulations for each area of assignment. - The applicant is also asked to add the following statement to the section: "All special education and related services and all bilingual education will be provided by personnel who are appropriately certified or licensed in the area of assignment."
Admissions Policy	The admissions policy and practices require revision. - The statement on page 66 that the school will be open to all Texas residents should be revised so that it clarifies that the applicant is not requesting a state-wide geographic boundary. - It is impermissible for the school to use the "Commitment to Excellence Form" in Appendix B as an admissions form. This form should only be used after a student is enrolling. The applicant should develop a simple admissions application that requests only the most basic information (e.g., name, age, grade, address, parent information, etc.). - A set application period should be established. - It is unclear from page 66 whether the families of prospective students must meet with school officials in order to be considered for admission. If so, this is impermissible. It is also unclear what constitutes an "intent to apply." Clarification of the application process is requested. - The admissions policy must include the nondiscrimination statement required by TEC 12.111(6).
Nonprofit Status	The sponsoring entity is a California nonprofit corporation. It does not have a certificate of authority on file with the Texas Secretary of State.
Facilities	A facility for the proposed school has not yet been identified.
Other	N/A
Application Preparer	Marni Mohr (This individual also prepared the application for KIPP TRUTH Academy).



CONTINGENCIES

CONTRACT FOR OPEN-ENROLLMENT CHARTER

This contract is executed between the **Texas State Board of Education** (the "Board") and **KIPP Foundation, Inc.** ("Charter Holder") for a Ninth Generation open-enrollment charter to operate **KIPP Aspire Academy**, a Texas public school.

General

1. **Definitions.** As used in this contract: "Charter" means the Ninth 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.

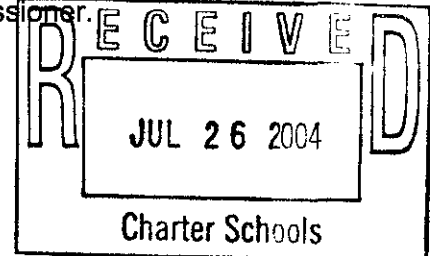
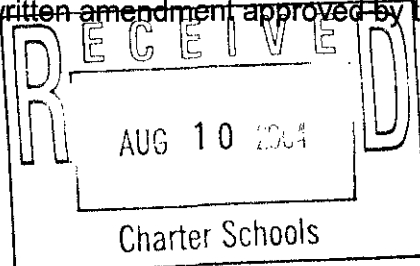
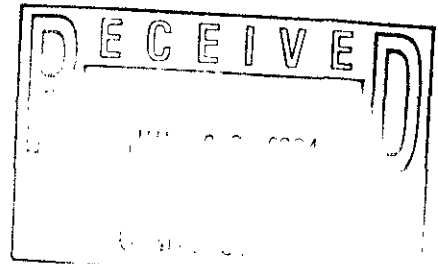
"Charter school" means the Ninth Generation open-enrollment charter school. The charter school is part of the public school system of Texas and is a charter school within the meaning of 20 U.S.C. § 8066.

"Agency" means the Texas Education Agency.

"Commissioner" means the Commissioner of Education.

"Board" means the Texas State Board of Education.

2. **The Charter.** This contract grants to Charter Holder a Ninth 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) Standard Application System # SAS 790-00/RFA # 701-03-003 (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, 2008 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.
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 Standard Application System # SAS 790-00/RFA # 701-03-003; (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 Ninth 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 persons signing this contract have been properly delegated authority to do so.

Entered into this 6 day of August, 2004.

Texas State Board of Education:

Geraldine Miller
Geraldine Miller, Chair date

KIPP Foundation, Inc.:

Donald Fisher
Donald Fisher, Chair date

KIPP Aspire Academy:

Mark Larson 7-14-04
Mark Larson, COO date