

OPEN-ENROLLMENT CHARTER CONTRACT RENEWAL PETITION

Section I. Current Information in Charter School Tracking System

Charter Holder Name: TOWN OF WESTLAKE

Charter School Name: WESTLAKE ACADEMY CHARTER SCHOOL

Mission/Vision: The Westlake Academy will provide a rigorous curriculum that is international in scope with high expectations by sharing the responsibility of educational development between teachers, parents, community, and students. This will be achieved by providing an innovative approach to education that focuses on each student's needs to develop a thirst for knowledge, produce positive esteem, encourage good citizenship and maximize their individual potential. This will prepare students for a rapidly changing environment that is global in scope.

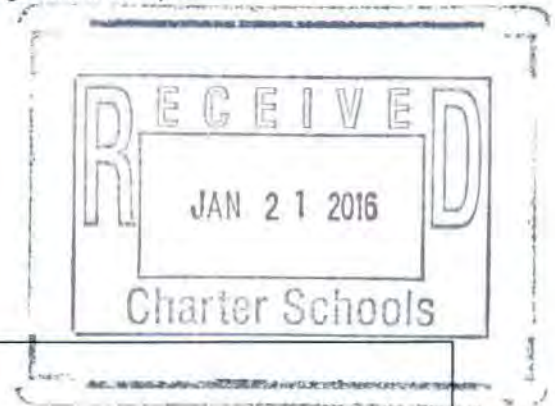
Charter School County/District #: 220-810

Generation: 07

Maximum Approved Enrollment: 1,450

Grades Approved: K,1,2,3,4,5,6,7,8,9,10,11,12

Campuses/Additional Sites: 1/1



| |
|--|
| <p>220810001 WESTLAKE ACADEMY 2600 J T OTTINGER RD WESTLAKE, TX 76262</p> <p>Grade Levels Currently Served: KG,01,02,03,04,05,06,07,08,09,10,11,12</p> |
| <p>220810001-Site 2 WESTLAKE ACADEMY 828 Harwood Rd Hurst, TX 76054</p> <p>Grade Levels Currently Served: KG,01,02,03,04,05,06,07,08,09,10,11,12</p> |

Geographical Boundary:

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

ARLINGTON ISD
 AZLE ISD
 BIRDVILLE ISD
 BOYD ISD
 CARROLL ISD
 CARROLLTON-FARMERS
 BRANCH ISD
 COPPELL ISD
 DECATUR ISD
 DENTON ISD

DUNCANVILLE ISD
 EAGLE MT-SAGINAW ISD
 FORT WORTH ISD
 FRISCO ISD
 GARLAND ISD
 GRAND PRAIRIE ISD
 HURST-EULESS-BEDFORD ISD
 IRVING ISD
 KELLER ISD
 KRUM ISD

LAKE DALLAS ISD
 LEWISVILLE ISD
 LITTLE ELM ISD
 MCKINNEY ISD
 NORTHWEST ISD
 PARADISE ISD
 PONDER ISD
 SPRINGTOWN ISD
 WEATHERFORD ISD

SECTION II: Contact Information

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

Superintendent Contact Information

Superintendent's Name:

Telephone Number:

Fax Number:

E-mail Address:

Charter Holder Board Chair Contact Information

Board Chair's Name:

Telephone Number:

Fax Number:

E-mail Address:

Application Preparer's Contact Information Same as Superintendent Same as Board Chair

Contact Name:

Telephone Number:

Fax Number:

E-mail Address:

Charter School Website

Web Address:

SECTION III: Website Postings

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

http://www.westlakeacademy.org/apps/pages/index.jsp?uREC_ID=316120&type=d&pREC_ID=867350

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

Please see Attachment B - directly behind this page

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

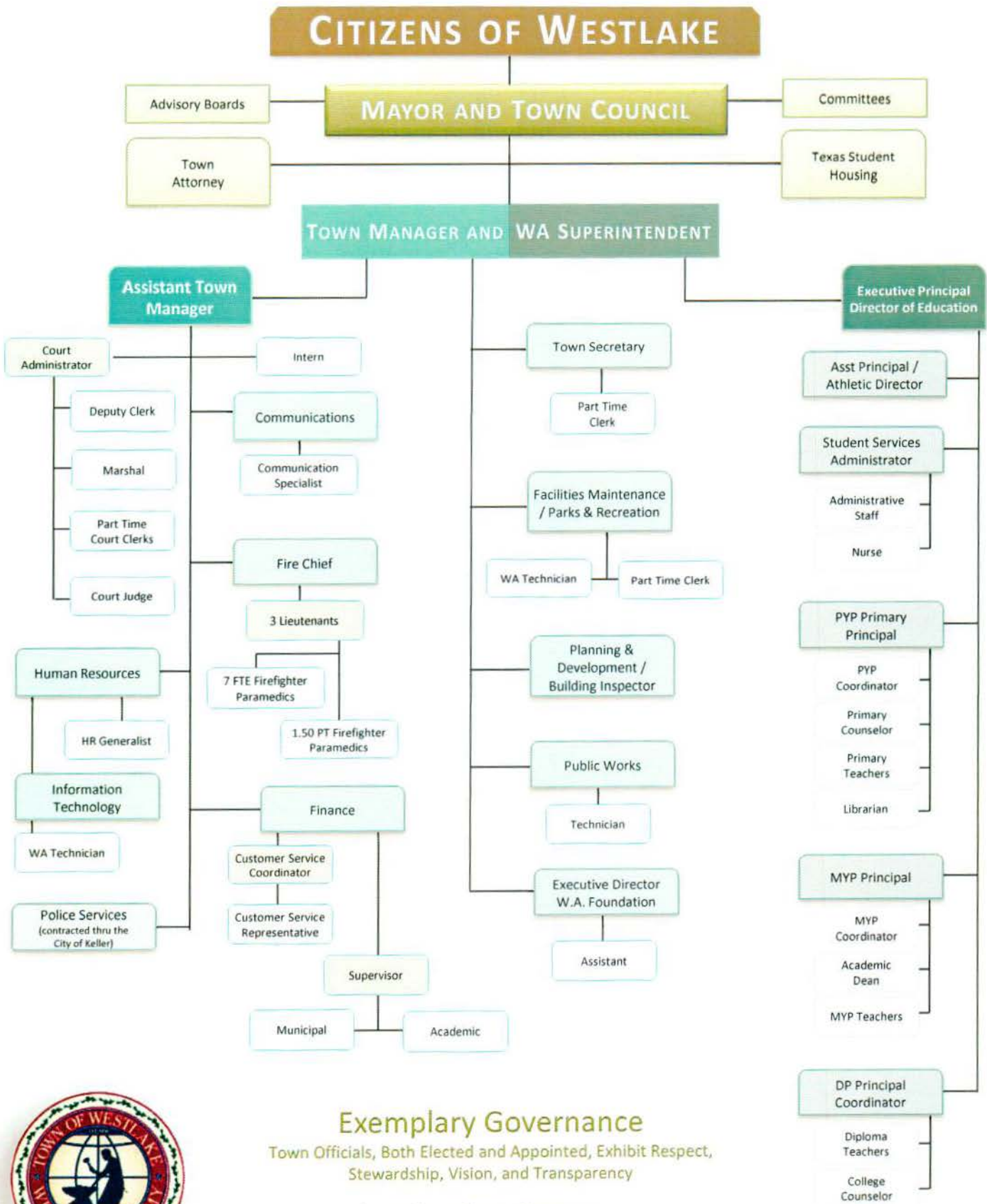
http://www.westlakeacademy.org/apps/pages/index.jsp?type=d&uREC_ID=316120&pREC_ID=868106

SECTION IV: Organizational Charts

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

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

Submit each attachment behind this page of the application.

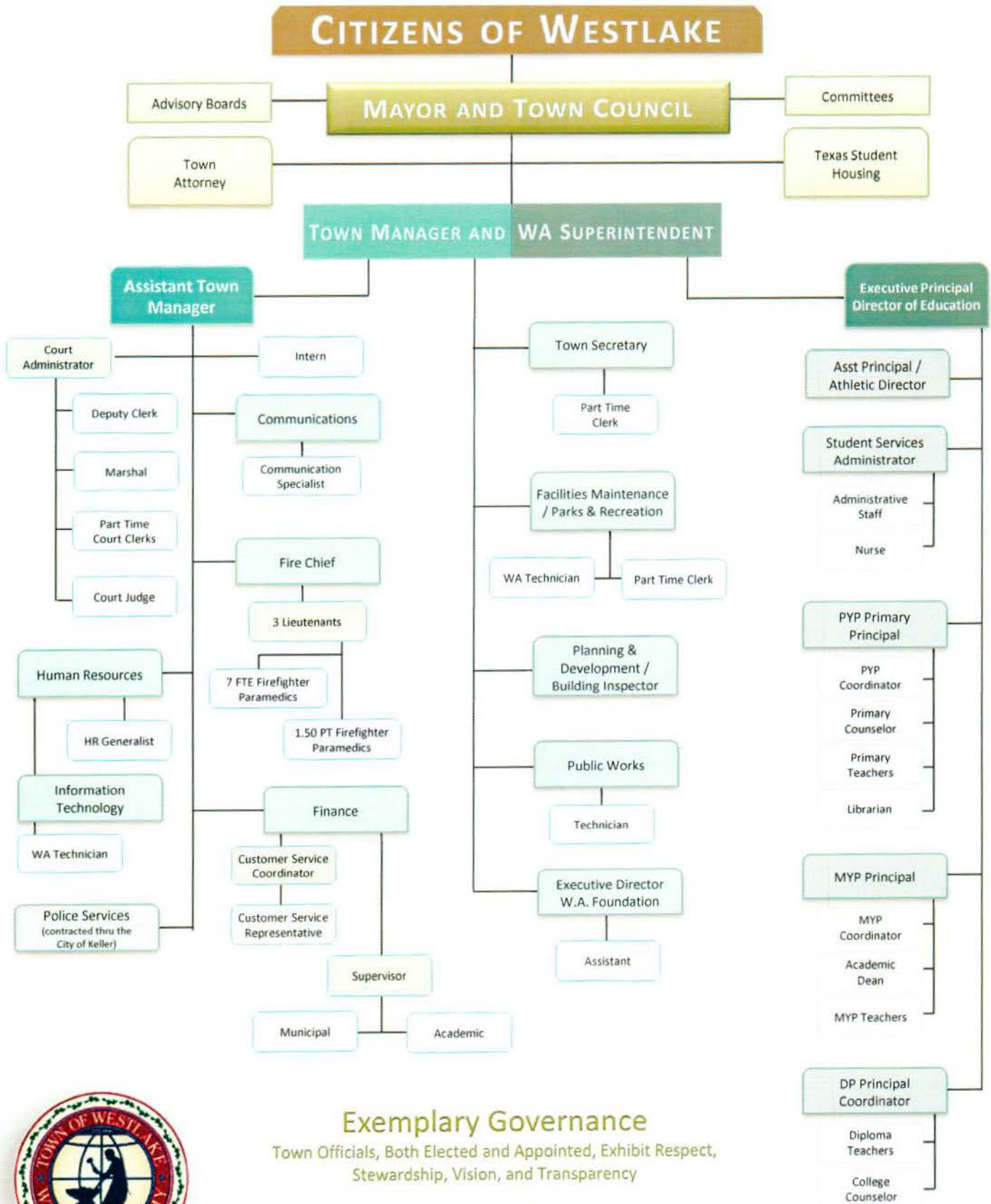


Exemplary Governance

Town Officials, Both Elected and Appointed, Exhibit Respect, Stewardship, Vision, and Transparency

Service Excellence

Public Service that is Responsive and Professional, while balancing Efficiency, Effectiveness and Financial Stewardship



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SECTION V: Admission Policy

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

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

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

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

Beginning of Period (Month/Day)

12/1

End of Period (Month/Day)

1/31

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

If there are more eligible applicants than available spaces in a grade, admission shall first be offered to eligible applicants residing within the primary geographic boundary. After consideration of all eligible applicants from primary geographic boundary, the Academy may admit eligible transfer applicants residing within secondary geographic boundary. If the number of applicants from this boundary exceeds available space, all eligible transfer applicants will be placed in the lottery. A name will be drawn for each vacancy that exists, and each drawn applicant will be offered admissions. The remaining names will be drawn and placed on a waiting list for each grade level in the order they are drawn.

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

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

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

Please see the attachment Board policy (No. 1.02 - page 2) for details regarding each group:
1. the children of the Town of Westlake employees (with percentage limitations)
2. the children of the Founders of Westlake Academy (with percentage limitations)
3. siblings of admitted or returning students

SECTION V: Admission Policy (Continued)

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

Approximate Date of Lottery (Month/Day)

02/18

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

NA

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

Intent to re-enroll is sent out to all families in late February/early March. Registration takes place in August. For re-enrollment, families complete part of the enrollment process online and then have several days to attend registration where they can meet with a Westlake staff member to complete the registration process.

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

Applications for participation in the lottery are accepted from December 1 through January 31 each year. If an application is completed after the deadline of January 31, the student will be placed at the bottom of the wait list that is established for the child's grade in February in the date order the application is received.

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

Applicants must provide: current grade level, name, date of birth, school district to which student is zoned, guardian information, physical address, email address, and proof of residency.
An applicant seeking admission based on a grandparent's after school care must submit additional documentation regarding the amount of after school care.

SECTION V: Admission Policy (Continued)

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

Yes

No

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

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

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

Submit

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

**TOWN OF WESTLAKE
WESTLAKE ACADEMY
BOARD OF TRUSTEES POLICY**

Policy No. 1.02:

Date Board Adopted: **May 4, 2009**

Date Board Amended: **June 1, 2015**

Effective Date: **June 1, 2015; contingent upon TEA approval**

Policy Category: **Admissions**

Policy Name: **Westlake Academy Admissions Policy**

Policy Goal: Communication/Transparency of student and parent requirements for admission into Westlake Academy; Engagement of stakeholders and fiscal stewardship

Policy Description:

Applications from new students are accepted from December 1st through January 31st. Currently enrolled students receive a *Notice of Intent to Return* form the first week of January. This form asks students to state whether they intend to return to Westlake Academy the following school year and to identify any siblings who wish to attend Westlake Academy the following year. This form must be returned by January 31st.

Currently-enrolled students, admitted after August 1, 2015, expressing a desire to return and who continue to reside within an approved geographical boundary are automatically enrolled for the following school year upon timely receipt of the *Notice of Intent to Return* form, subject to the following limitations: (1) a currently-enrolled student who originally obtained admission to the Academy based on the student's residency in the primary geographic boundary; and (2) a currently-enrolled student who obtains admission as the child of a full-time Town of Westlake employee retains the right to re-enrollment only if the student's parent continues to be employed by the Town of Westlake on a full-time basis. Vacancies in each class are then determined.

If the number of eligible applicants does not exceed the number of vacancies, then all eligible applicants who timely applied will be offered admission. If there are more eligible applicants than available spaces in a class, then admission shall first be offered to eligible applicants residing within the geographic boundaries of the Town of Westlake (primary geographic boundary). After consideration of all eligible applicants from the primary geographic boundary, Westlake Academy may admit eligible transfer applicants residing within the secondary geographic boundary.

If the number of eligible transfer applications exceeds the number of vacancies, the admission of transfer applicants from the secondary boundary shall be determined by lottery, except that the following applicants are exempt from the lottery and may be given priority in admission, subject to the limitations identified. Exempt transfer applicants will be admitted in the following order:

- (1) the children of Town of Westlake employees, so long as the total number of students admitted under this exemption as the children of employees assigned to municipal duties constitutes only a small percentage of the total school enrollment and the number of students admitted as the children of employees assigned to Westlake Academy constitutes only a small percentage of the total school enrollment; and
- (2) the children of Founders of Westlake Academy, so long as the total number of students admitted under this exception constitutes only a small percentage of the total school enrollment; and
- (3) siblings of admitted or returning students.

All eligible transfer applicants will be placed in the lottery. A name will be drawn for each vacancy that exists, and each applicant whose name is drawn will be offered admission. The remaining names will be drawn and placed on a waiting list for each grade level in the order they are drawn. If a vacancy arises, the individual on the waiting list with the lowest number assignment will be offered admission.

Applicants are not required to provide copies of transcripts or other academic records prior to enrollment. In addition, a student will not be precluded from enrolling due to Westlake Academy Charter School's failure to receive the information required for enrollment from the student's parent and/or previous school.

Westlake Academy Charter School does not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability or the district the child would otherwise attend.

Westlake Academy Student Application for 2016-2017

* Required

Application for Lottery

Current Grade Level of Student *

This is the grade that your child is currently attending.

Grade Level as of Sept. 1, 2016 *

This must be the grade that your child is going into for the 2016-2017 school year.

Student First Name *

Student Last Name *

Date of Birth *

Mo / Day/ Year

School district that student is zoned to attend according to primary address *

Primary Guardian First Name *

Primary contact for Lottery With Whom Student Lives

Primary Guardian Last Name *

Primary Contact for Lottery With Whom Student Lives

Relationship *

Primary Guardian

Street Address of Primary Guardian *

example: 2600 JT Ottinger Road

City, State of Primary Guardian *

example: Westlake, TX

Zip Code if Primary Guardian *

example: 76262

Day Phone of Primary Guardian *

example: 000-000-0000

Cell Phone of Primary Guardian

example: 000-000-0000

Email Address of Primary Guardian *

Verify Email Address of Primary Guardian *

Last Name

Additional Guardian Contact Name

First Name

Additional Guardian Contact Name

Westlake Academy Student Application for 2016-2017

Applications for participation in the lottery are accepted from December 1st through January 31st each year. If you complete an application after the deadline of January 31st, you will be placed at the bottom of the wait list that is established for your child's grade in February.

We accept applications for students who are entering Kindergarten through Grade 11 only. Your child must be 5 years of age by September 1, 2016 to enroll in Kindergarten.

The Lottery will be held on February 18, 2016 from 5:00 pm to 6:00 pm in the Multi Purpose Hall. The drawing is open to the public, however attendance during the lottery drawing is not required.

Please only submit one application per student. Students must reside within one of the districts listed below.

This form does not need to be filled out for children who currently have a sibling enrolled at Westlake Academy. Siblings of existing students are placed on the Sibling Waitlist.

* Required

Application Date *

Mon/Day /Year

Do you currently have a sibling enrolled at Westlake Academy? *

- Yes
 No

Continue »

 25% completed

First Name

Additional Guardian Contact Name

Relationship

Additional/ Other Guardian

Day Phone

Additional/ Other Guardian (example: 000-000-0000)

Cell Phone

Additional/ Other Guardian (example: 000-000-0000)

Email Address

Additional/ Other Guardian

Verify Email Address

Additional/ Other Guardian

How many students, from this family, will be applying for the Westlake Academy Lottery? *

« Back

Continue »



50% completed



Westlake Academy Student Application for 2015-16 School Year

Please Type or Print

| Student Information (one application per student) | | | | | |
|---|---------------|------------------------------------|--|--|---------------|
| Application Date | Mo /Day /Year | Grade Level as of Sept. 1, 2015 | | Date of Birth | Mo /Day /Year |
| First Name | | Middle Name | | Last Name | |
| School district student is zoned to attend according to address | | | School student is zoned to attend according to address | | |
| Primary Guardian Contact Information | | | | | |
| Primary Guardian (s) (With Whom Student Lives) | | | | Relationship | |
| Street Address | | | | | |
| City, State | | | | Zip | |
| Day Phone | | | Cell Phone | | |
| Email address | | | | Fax | |
| Additional/Other Guardian Contact Information | | | | | |
| Other Guardian | | | | Relationship | |
| Street Address | | | | | |
| City, State | | | | Zip | |
| Day Phone | | | Cell Phone | | |
| Email address | | | | Fax | |
| For Office Use Only | | | | | |
| Date Application Received | Mo /Day /Year | Accepted by | | Grade verified Yes _____ No _____ | |
| Notes | | | | Entered in Computer Yes _____ No _____ | |
| | | | | Siblings enrolled at Westlake Academy | |
| | | | | | |
| | | | | | |
| | | | | | |
| CEO of Westlake Academy X _____ | | | | | |

NOTES:

Westlake Residents will be notified when approval process is complete in order to receive registration materials.
Your child must be 5 by September 1st to enroll in Kindergarten at Westlake Academy.



Revised During Contingency Process

Enrollment Checklist

**Complete Steps 1 and 2 prior to Registration Week
This will help speed up the process at registration.**

Step 1:

- Update all student and parent contact information in the Parent Portal; please follow directions in the email to set up access.

Step 2:

- Print out forms for each individual student and complete.
 - Enrollment Form
 - FERPA Notice
 - Residency Affidavit (Westlake Residents Only)
 - Medical Form for the School Nurse
 - TEA Ethnicity Form
 - Home Language Survey
 - Parking Sticker Form (for high school drivers)
- Print out a set of family forms and complete.
 - iPad agreement and insurance waiver
 - Back to School Supply Fee Form (optional)
 - Volunteer Forms (it is recommended to have one completed at the start of the school year for each parent)
 - HOC (House of Common) donation and volunteer form
- Gather all supporting documents for registration verification.
 - A copy of your ID with your current address
 - If you recently moved, your ID must be updated before it can be accepted as proof of residence. NO INCOMPLETE paperwork will be accepted. If all documentation is not submitted prior to the first day of school, students will not be permitted to start.
 - A copy of a current utility bill with your current address.
 - The combination of ID and utility bill is used as proof of residency that your family lives in an approved primary or extended boundary to attend Westlake Academy. All families are required to provide this at registration.
 - Students Documents that are required
 - Current immunization record.



Approved During Contingency Process

Enrollment Checklist

Step 1: Update all student and parent contact information in TxConnect:

<http://txcnt02.esc11.net/WLAKECONNECT/Login.aspx?>

If you need assistance making changes or if you do not see all of your students listed when you log in to TxConnect, please email abumgarner@westlakeacademy.org to receive your student's portal ID or for other assistance with making changes.

Please review your current information and make any necessary changes to the following:

- Update address, phone numbers, and email addresses.
- Review and confirm all EMERGENCY CONTACTS. In the event of an emergency, only those individuals identified in TxConnect will be notified.
- Update your settings for attendance alerts.

Step 2: Information needed for registration:

- Complete forms for each individual student:
 - Enrollment Form
 - FERPA Notice Regarding Directory Information
 - Medical Information for the School Nurse
 - TEA Ethnicity Form
 - Home Language Survey
 - Optional Parking Sticker Form (for high school drivers)
 - Technology Use Agreement
- Gather all supporting documents for registration.
 - A copy of your ID with your current address (i.e., Texas driver's license or Texas ID card)
 - Documentation of residency within an approved primary or secondary boundary of Westlake Academy (i.e., current utility bill, lease agreement)

- Birth Certificate (If a child is under the age of 11 an official birth certificate must be presented at the time of enrollment, a copy will be made for your student's permanent records)
- Copy of their social security card
- For students Grades 8-12, please provide a copy of their transcript and last report card.
- Do NOT forget the checkbook, all Westlake Academy Fees (athletic fees, after school activities, school supplies, i-Pad insurance, etc) may be paid with one check this year.

Step 3:

- Plan to attend registration days August 4th, 5th, and 6th
- Be sure to bring all paperwork and payment, no incomplete packets will be excepted.

Special Enrollment Items

- If enrollment is due to a Grandparent's after school care, we will need a new Grandparent Affidavit submitted, along with a copy of the Grandparent's ID and utility bill.
- If you currently lease a property in Westlake, a current lease agreement must be received showing the property is leased through the end of the school year.
- Families under a building permit exemption will need to provide a copy of their current residency utility bill and matching photo ID as proof they live in an approved extended boundary.
- For any other special circumstances please contact the Registrar directly.

Revised During Contingency Process

- Student documents:
 - Current immunization record
 - Birth Certificate (if a child is under the age of 11 an official birth certificate must be presented at the time of enrollment, a copy will be made for your student's permanent records)
 - Copy of your child's social security card
 - For students Grades 8-12, please provide a copy of the child's transcript and last report card.

Step 3: Completing the process – families can complete the registration process using the following methods:

- Online – documents can be printed and uploaded through your TxConnect account. You will receive an email confirmation that you are all ready for the new school year.
- On Campus – documents can be submitted by mail or in person. If you prefer to submit your paperwork in hardcopy format, contact Ange Bumgarner at abumgarner@westlakeacademy.org for copies of all enrollment documents.
- Westlake Academy will provide Registration Days in August, if you prefer to come in and complete the registration process in person. We will have computer labs set up and staff available to help you walk through the process.
- Optional fees for student parking permit or iPad insurance may be submitted online at http://westlakeacademy.3dcartstores.com/Registration-Fees_c_15.html. Please note using the online payment system incurs a small convenience fee. If you prefer to avoid the additional fee, payment may be dropped off at the office or mailed to the school directly. Please be sure to list all students (first and last names) for whom the payment applies.

If at any point you have questions or need assistance, please feel free to contact Ange Bumgarner at abumgarner@westlakeacademy.org. Please contact the school for assistance if you need documents translated.



Enrollment Form

Student Name: _____ Grade: _____ For 2015-2016 school year
Last, First

School District / School Information

School District student is zoned for based on home address and grade for 2015-2016 school year.

ISD NAME: _____

What campus in the ISD would your student attend for the 2015-2016 school year?

CAMPUS NAME: _____

What school did your student attend last year for the 2014-2015 school year?

CAMPUS NAME: _____

New Kindergarten Students leave blank, unless they attend Kindergarten in the previous year.

Email / Electronic Correspondence Consent

- Yes, I would like to communicate via the email address I provided in Parent Portal.
- No, I would not like to communicate via the email address I provided in the Parent Portal.

Agreement of Support:

- Yes, I agree as a parent/guardian of a child attending Westlake Academy to abide by rules, policies, and uniform standards as outlined in the Parent Student Handbook.
- No, I do not agree as a parent/guardian of a child attending Westlake Academy to abide by rules, policies, and uniform standards as outlined in the Parent Student Handbook.

Technology Agreement of Support:

- Yes, I have read and agree as a parent/guardian of a child attending Westlake Academy to the technology agreement.
- No, I do not agree as a parent/guardian of a child attending Westlake Academy to the technology agreement.

IPad Insurance:

- ◇ Yes, I have opted into the Ipad insurance and have read the conditions and terms. I have submitted payment for insurance, and understand that insurance is not valid until the payment is received.
- ◇ No, I do not want Ipad insurance and except full financial responsibility for any costs associated with damage or loss of the Ipad.

Volunteer Program Confidentiality Statement:

- ◇ Yes, I agree to abide by all Westlake Academy Confidentiality rules as outlined in the agreement document.
- ◇ No, I do not agree to abide by all Westlake Academy Confidentiality rules as outlined in the agreement document.

I have read and reviewed with my child all information contained on this enrollment form, and agree to abide by it.

Parent Signature

Date

Special Services Questionnaire:

My Child HAS RECEIVED the following services:

- ◇ Dyslexia
- ◇ Speech
- ◇ Resource
- ◇ Other Special Education Services
- ◇ Counseling
- ◇ ESL
- ◇ Bilingual
- ◇ Title 1
- ◇ Chapter 1
- ◇ 504
- ◇ Pre-K/Early Childhood Special Services
- ◇ Other _____

Parent Signature

Date

Welcome to Westlake Academy TxConnect application!

Here you will have access to current school-related information about your students, including registration paperwork and during the school year attendance.

Step 1: At this point you have set up your username and password. You may have entered the Portal IDs ** for each of your students. If you see each student listed to the left than you are ready to select the Button.

Step 2: Select the Edit Student Settings Button, here you will select to have the Registration Key sent to your email to complete the initial set up. Please pay attention to the email that the Key is being sent to.*

Step 3: Once you have entered the Registration Key, on the main page you will see a new button under your student's names. , this is were you will access your Fall Registration Forms. Please do so for each student.

****If you do not see their names listed please go to MY ACCOUNT to enter Portal IDs, select the CHANGE button to add each student.**

***Attention Hotmail users: At this time some families are not receiving the Registration Key email, even though is states it has been sent. We are currently working on the issue.**

STUDENT NAME _____ GRADE _____ ACADEMIC YEAR 2015-2016



**WESTLAKE ACADEMY
FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA) SIGNATURE PAGE**

STUDENT DIRECTORY INFORMATION-LEGISLATIVE UPDATE (SEC. 26.013)

Westlake Academy provides to the parent of each student at the beginning of each school year:

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

NOTICE

According to state and federal law, certain information about district students is considered "directory information" and will be released to anyone who follows the procedures for requesting the information unless the parent or guardian objects to the release of the directory information. If you do not want Westlake Academy to disclose directory information from your child's education records without your prior written consent, you must notify the district in writing within 10 days. Westlake Academy encourages parents to use this form for the written consent notification.

Westlake Academy has designated the following information as "directory information":

- Student's name, address, telephone listing, email address, photograph, date and place of birth.
- Student's major field of study, degrees, honors, awards, dates of attendance, grade level, most recent school previously attended, participation in officially recognized activities and sports, weight and height (if a member of an athletic team), and enrollment status.

A parent is allowed to record their objections to the release of all information or one or more specific categories of the directory information.

Westlake Academy has my permission to use directory information for school-related communications and publicity **ONLY**. I understand this may include the use of directory information for: yearbook, newsletters, Westlake Academy website, videos, HOC, WAAC, Town of Westlake, Westlake Academy Foundation, etc.)

Westlake Academy should **NOT** release my child's student directory information for **ANY** reason. Example: If you check this box, your student's name will **NOT** appear in school publications or local newspapers if he/she wins an award. NOTE: If you check this box, your student will not be included in the school yearbook.

Parent Signature: _____

Parent Name (Please Print): _____

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

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

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

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

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

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

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

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

| | |
|-------------------------------------|-------------------------------------|
| | |
| Student/Staff Name (please print) | (Parent/Guardian)/(Staff) Signature |
| | |
| Student/Staff Identification Number | Date |



**WESTLAKE ACADEMY
HOME LANGUAGE SURVEY**

TO BE COMPLETED BY PARENT OR GUARDIAN (OR STUDENT IF GRADES 9-12):

The state of Texas requires that the following information for each student that enrolls for the first time in Texas public schools. This information shall be kept in each student's permanent record folder.

TEXAS EDUCATION AGENCY, BILINGUAL EDUCATION REQUIREMENT

PLEASE PRINT OR TYPE

STUDENT SOCIAL SECURITY # _____

FULL LEGAL NAME _____

GRADE LEVEL AS OF SEPT 1, 2015 _____

WHAT LANGUAGE IS SPOKEN IN THE HOME MOST OF THE TIME? _____

WHAT LANGUAGE DOES THE STUDENT SPEAK MOST OF THE TIME? _____

BY SIGNING YOU AFFIRM THAT THE INFORMATION PROVIDED ON THIS FORM IS TRUE AND CORRECT.

SIGNATURE OF LEGAL GUARDIAN

DATE

2015-2016

Grade _____

WESTLAKE ACADEMY EMERGENCY INFORMATION FOR TH SCHOOL HEALTH CLINIC

| | | | | |
|---------------------------|----------------------------|-----------------------------|-----|-----------|
| Student's Legal Last Name | Student's Legal First Name | Student's Legal Middle Name | M/F | Birthdate |
|---------------------------|----------------------------|-----------------------------|-----|-----------|

EMERGENCY CONTACTS: THE PARENT WILL BE CALLED FIRST. If a parent cannot be reached, emergency contacts will be called. Please note that contacts should be local, as they may need to pick up your child in case of illness.

Parent Name(s): _____ Home Phone (____) _____
 Mom's Daytime Phone: (____) _____ Dad's Daytime Phone: (____) _____
 Mom's Cell: (____) _____ Dad's Cell Phone: (____) _____

Emergency Contact Name: _____ Relationship to Student: _____
 Home Phone: (____) _____ Cell Phone: (____) _____

Doctor's Name: _____ Doctor's Phone: (____) _____

MEDICAL RELEASE AUTHORIZATION

In case of accident or serious illness, I request the school to contact me. If the school is unable to reach me, I hereby authorize the person(s) listed as emergency contacts and doctor to be notified at the school's discretion and do authorize the named doctor/emergency doctor to render such treatment as may be deemed necessary in an emergency, for the health of said child. If it is impossible for the school to contact the physician, the school may make whatever arrangements necessary with the medical professional(s) available to give all necessary treatment to my child. I further assume the responsibility for payment of any professional emergency services required.

EMERGENCY/PERTINENT INFORMATION (Allergies, Disabilities, Medications):

List all allergies: _____

Reactions: _____

Has your child used an EPI-PEN for any of these rxns? _____ If yes, how long since it was necessary? _____

PLEASE BRING AT LEAST ONE EPI-PEN INTO NURSE'S OFFICE IF YOUR CHILD REQUIRES ONE FOR SEVERE REACTION

List any health conditions or concerns (include seizures, asthma, diabetes, frequent headaches, etc.):

Recommended treatment at school for above health conditions:

If student will need an inhaler for rescue or maintenance of asthma, please send it to Nurse's Office

List current medications (include non-prescription and herbal):

HISTORY OF CHICKEN POX ILLNESS:

Has your child had the chicken pox illness and does not need the Varicella Vaccine? _____ On or about what date? _____

Has your child NOT had the chickenpox illness but HAS BEEN vaccinated with the Varicella Vaccine? _____

The staff of Westlake Academy has my permission to administer the following medications as needed for the temporary relief of appropriate symptoms for those students ages five and older. Please note that NO MEDICATION WILL BE GIVEN WITHOUT WRITTEN PERMISSION. If you want your child to receive medications without a phone call each time, this form MUST be signed and returned.

Please circle yes or no for each medication, OR CIRCLE HERE for all approved below

| | |
|---------------------------------------|--|
| YES NO Acetaminophen (Tylenol) | YES NO Antibiotic Topical Ointment (Neosporin) |
| YES NO Ibuprofen (Advil or Motrin) | YES NO Topical Oral Anesthetic |
| YES NO Naproxin Sodium (Aleve) | YES NO Pepto Bismol |
| YES NO Decongestant (Sudafed PE) | YES NO Tums |
| YES NO Diphenhydramine (Benadryl) | YES NO Cough Drops |
| YES NO Hydrocortisone anti-itch cream | YES NO Loratadine (Claritin) |

By my signature below, I consent to and give authorization for all areas detailed above on behalf of my child and that all information provided above is correct.

Parent/Guardian Signature: _____ Date: _____

Westlake Academy
Student-Parent Property Use Agreement
2015 - 2016

In this agreement "we", "us", and "our" means Westlake Academy, and "you" and "your" means the parent/guardian and student enrolled in Westlake Academy. The "Property" is defined as technology owned by Westlake Academy and may include but is not limited to laptops, iPads, or other electronic devices.

Terms:

Access to Westlake Academy's electronic communication and data management systems, including without limit its telephone system, software, hardware, technology resources, computer networks, electronic mail systems, video conferencing systems, and its Internet and Intranet access capabilities (collectively referred to herein as the "System") shall be made available to students for education and administrative purposes that are consistent with the goals and mission of Westlake Academy.

By signing this document you agree to comply at all times with the Westlake Academy Parent - Student Handbook, board policies, and/or other administrative policies established by Westlake Academy (collectively referred to herein as the "Policy"). Failure to comply may terminate your rights of use and possession effective immediately, and we may require the immediate return of all Westlake Academy Property.

Title:

At all times, the legal title to the Property is maintained by Westlake Academy. Your right of possession and use is limited to and conditioned upon your full and complete compliance with the Policy.

Loss or Damage:

The \$55 Westlake Academy Technology Use Fee includes costs for maintenance, infrastructure, apps and the cost of an insurance policy for the Property. Each policy covers the Property for accidental damage such as drops and spills as well as loss (theft, fire, flood, natural disasters and lightning strikes). The Fee covers 2 (two) claims per school year. An additional \$55 Fee will be incurred for each sub-sequential claim. The policy does not cover misplaced (lost) devices, charger, or charging cable. Accidental damage to the Property must be reported to Westlake Academy by the next school day after the occurrence and the Property must be turned in to Westlake Academy for inspection, repair and/or replacement. Loss or Theft of the Property must be reported to Westlake Academy by the next school day after the occurrence, and a copy of the police report must be provided to Westlake Academy.

You may choose to waive the \$55 Westlake Academy Technology Use Fee. If you waive the fee and the Property is damaged, lost, or stolen, you are responsible for the reasonable cost of repair or its full replacement cost (iPad mini - \$299; 13" MacBook - \$1182; 11" MacBook Air - \$1032) on the date of loss. Accidental damage, loss or theft of the Property must be reported to Westlake Academy by the next school day after the occurrence. A copy of the police report must be provided to Westlake Academy if the Property is lost or stolen.

Default:

Westlake Academy reserves the right to require the immediate return of any Property that has been assigned. If you do not fully comply in a timely manner with all terms of the Policy, including the timely return of the Property, Westlake Academy shall be entitled to declare you in default of this Agreement and shall consider your continued possession of the Property to constitute an unlawful appropriation which may be reported to law enforcement.

Term of Agreement:

Your right to use and possess the Property terminates no later than the last day of the school year, unless otherwise terminated earlier by Westlake Academy, or upon withdrawal from Westlake Academy.

Appropriation:

Your failure to return the Property in a timely manner will be considered unlawful appropriation of the Westlake Academy Property. Your continued use of the Property for non-school purposes without our consent may also be considered unlawful appropriation of Westlake Academy's Property and may be reported to law enforcement.

TECHNOLOGY USE & ELECTRONIC COMMUNICATIONS

Westlake Academy believes technology, when used in a responsible, efficient, ethical, and legal manner offers valuable, diverse, and unique resources to administrative staff, teachers, and students that promote educational excellence. Westlake Academy is committed to helping students and staff use technology as an effective educational and administrative tool and to meet state and national educational standards. It is understood that students and staff will use technology in a mature and professional manner in accordance with Westlake Academy's acceptable use policy.

Technology and electronic communication device (ECD) users (administrative staff, faculty, and students) are responsible for appropriate behavior and acceptable use when accessing technology in the school. General school rules for conduct and communication apply to Internet and network use or the use of any ECD. This includes but is not limited to computers, scanners, still and video cameras, cell phones, document cameras, SmartBoards, LCD projectors, PDAs, iPads, iPods, Kindles, charging devices, and all electronic devices. Use of technology shall be considered a privilege, not a right of each individual. Failure of a user to follow acceptable use standards may result in termination of technology privileges, appropriate disciplinary action as stated in school policies, and possible notification of law enforcement. Westlake Academy will cooperate fully with local, state, or federal officials in any investigation related to illegal activities conducted within or through the school system.

Internet, email, and phone use within Westlake Academy should be used solely for educational purposes, although Westlake Academy recognizes that limited personal use by administrative and faculty staff members is authorized so long as it does not interfere with the employee's duties or the policies of Westlake Academy. It is important to recognize that traditional instructional resources and library materials can be screened with reasonable selection criteria. Technology that links to any public file server provides access to material that may not be considered educationally sound in the context of the school setting. Westlake Academy has taken precautions to restrict access to unacceptable information in accordance with CIPA rules by employing the use of a firewall/filter, which is automatically and continuously updated to provide protection against current threats. However, it is important to understand that no solution is 100% perfect, and at times educational sites may be inadvertently blocked and conversely, inappropriate sites may be accessible. Students will be provided with guidance and instruction in the appropriate use of technology resources including the Internet so that responsible choices can be made in the event that such a breach occurs. Westlake Academy will make no guarantee relating to the reliability of the data connection and therefore will not be held liable for any data loss or data corruption resulting while using Westlake Academy's network.

Students must obtain permission from a staff member each and every time they use technology equipment. Student use of technology will be permitted upon verification of the signing of the student technology use agreement form. The principal or designee will maintain signature records, and will be responsible for enforcing the Technology & Electronic Communication Device Acceptable Use Policy. Westlake Academy reserves the right to make amendments to the terms and conditions of this policy without notice.

Technology Terms and Conditions

1. User Personal Safety includes, but is not limited to:

- Users will not post personal information about themselves or others. Personal information includes, but is not limited to the following: name, address, profiles, telephone, date of birth, pictures, etc.

- Users will never arrange for meetings with anyone they have met online without the knowledge of the school and permission of a parent/guardian.
- Users will promptly disclose to their teacher or administrator any message they receive that is inappropriate or makes them feel uncomfortable.
- Users will not harass another person or engage in personal attacks, including those prejudicial or discriminatory in nature following the guidelines of the anti-bullying policy.

2. Respecting Technology Equipment

- Users will exercise caution when handling technology devices.
- Users will follow guidelines for proper usage of equipment.
- Users will not use another person's computer resources without authorization.
- Users will not knowingly destroy any Electronic Communication Device technology equipment including but not limited to keyboards, mice, charging devices and peripherals.

3. Westlake Academy System Security

- Users should take all reasonable precautions to prevent others from gaining access to their account(s). (Example: private strong passwords)
- All users are responsible for their individual account(s).
- If an individual suspects a possible security breach, the user will immediately contact their teacher, the building principal, or technology coordinator.
- Users will not disseminate passwords, codes, telephone numbers, account numbers, grades, or other individuals' documents to unauthorized persons.
- Westlake Academy ECDs, network, and related technologies are the property of the school and subject to inspection by administration at any time.
- Users should not have a privacy expectation in the contents of their personal files on Westlake Academy's network including all ECDs or on web-based systems that Westlake Academy has contracted with to provide storage or services (Google Apps for Education/offsite backup facility).
- Westlake Academy reserves the right to monitor, or spot check, any Internet or ECD activities occurring on school equipment or accounts.

4. Illegal Activities includes, but is not limited to:

- Users will not attempt to gain unauthorized access to Westlake Academy's system(s), or to go beyond their authorized access.
- Users will not deliberately attempt to disrupt the performance of any computer system or destroy data via a virus or any other means.
- Users will not use Westlake Academy's system to engage in any illegal act.
- Vandalism of any kind will require restitution for costs associated with hardware, software, and system restoration and cancellation of ECD privileges.

5. Plagiarisms and Copyright Infringement:

- Users will respect the rights of all copyright owners, recognizing that infringement occurs when a person reproduces a work that is protected by a copyright. Students should check with teachers and support staff regarding laws.
- Users will not plagiarize; therefore, they should cite all quotes, references, and sources.
- Acknowledging the source of a copyrighted material does not substitute for obtaining reproduction rights.

- Users may reproduce copyrighted works within the limits of fair use and using proper citation. Fair use is explained at: <http://www.copyright.gov/fls/fl102.html>
- Users of Westlake Academy ECD's will not install pirated software. All users should be aware that disseminating illegally obtained software (pirated) is a federal offense which is punishable by imprisonment, fine, or both.

6. Technology Etiquette includes, but is not limited to:

- Be polite. Do not get abusive in your messages to others.
- Exercise caution when using sarcasm and humor. Without face-to-face communications, a joke or statement may be misunderstood.
- Show consideration and respect for others at all times.
- Be respectful of the rights of other network users and do not violate their privacy.
- Be aware of the intent and function of an individual or group before sending a message.
- Deliberately posing as a user other than yourself is prohibited.
- At the conclusion of a user's session that user will log off the system he/she is using.
- Do not use inappropriate language or actions which includes, but is not limited to:
- Posting of public and private messages on web pages, PDAs, cell phones, and other devices.
 - Users will not use obscene, profane, lewd, vulgar, offensive, inflammatory, threatening, or disrespectful language.
 - Users will not participate in hate mail, harassment, discriminatory remarks, and other harmful or inappropriate behaviors.
- Respect for privacy includes, but is not limited to:
 - Users will not forward or post a message that was sent to them privately without the consent of the person who sent it.
 - Users will not post private information about another person.
 - Users will not interfere with other users ECD work or files.

7. Inappropriate Access to Material includes, but is not limited to:

- Users will not use Westlake Academy technology to access material that:
 - is profane or obscene (pornography),
 - advocates illegal or violent activities, or
 - advocates discrimination towards other individuals or groups.
- If a user inadvertently accesses inappropriate material, he/she should immediately notify his/her teacher or administrator, thereby avoiding an allegation of intentional violation of the Technology & Electronic Communication Device Acceptable Use Policy.
- Users will not deliberately attempt to override/circumvent the firewall or encourage others to do so.

8. Respecting Resource Limits:

- Users will use technology specifically for educational or career development activities.
- Users will not download large files or software programs without the authorization of the systems administrator. Sometimes software, particularly if it is offered as "free", comes with undetectable spyware and advertising that can disable a computer or an entire system.
- Users will not post chain letters or engage in "spamming" (sending unnecessary messages to a large number of people).
- Users will not create a website using Westlake Academy technology. Exception: A website created under the direct supervision of a teacher as part of a school-related project.

- Users may not use the network for personal and commercial purposes, such as, but not limited to, offering or purchasing goods and/or services for personal use.
- Users will not alter in any way the configuration of a computer or network without permission of authorized staff.
- Users will not intentionally waste resources, such as paper, ink cartridges, storage space, batteries, etc.
- Users acknowledge that data will be retained only until August of their graduation year and it is their responsibility for transferring data off any Westlake Academy system.

9. Unacceptable Use can be defined as but not limited to:

- Furthering personal causes such as political, religious, or commercial views
- Disseminating threatening or harassing messages
- Disseminating sexually explicit or otherwise inappropriate material
- Attempting to gain unauthorized access to computers, servers, Google Apps for Education accounts, voicemails, or other ECD's
- Purposely infecting the network or computers with spyware, malware, or viruses
- Gaining access by using another's credentials
- Using the Internet to access bandwidth grabbing programs unless authorized to do so
- Violating copyright laws (anything from the Internet should be regarded as copyright protected)
- Downloading or uploading any data or material not specifically related to your job function
- Users will not download, store, create, or forward any information/data that is inflammatory, or defamatory to any race, creed, ethnicity, religion, sexual orientation, or political beliefs of any individual or group
- Users will not download any unauthorized software, file, or program
- Users will not download, store, create, or forward any information regarding explosives or weapons unless as information for a specific class assignment.

10. Appropriate / Inappropriate Use of Educational Technology:

- Users will not use any Westlake Academy technology to play games that have been downloaded onto a technology device, or that are played on the Internet.
- Assigned, teacher-approved interactive tools, which are directly related to the curriculum, are permitted.
- Users will not use the Internet or other technology media to access chat rooms or any type of instant messaging.
- Users will not access personal accounts including, but not limited to email, music, banking, shopping, and other personal accounts.
- Users will not access the Internet or other technology media for financial or commercial gain. Ex. gambling, E-Bay
- Users' activities, projects, or materials developed with technology and ECDs of Westlake Academy must reflect our educational standards and policies. This includes, but is not limited to web page designs, PowerPoint presentations, radio broadcasts, etc.
- Users will not impersonate other individuals real or fictional.

Google Apps for Education:

- Google Apps is currently provided to all staff, faculty members, and students in grades 3 through 12.
- Email that originates from or is received by a school owned computer or its contracted hosting company, in our case Google Apps For Education, is the property of Westlake Academy and can be used for or against

during a legal proceeding. The same holds true for voicemails stored on Westlake Academy phones and systems.

- All users of Westlake Academy email system should know that when writing or responding via email please remember that the Secretary of State's Office has determined that email is a public record.
- All e-mail communications sent or received by persons using the Westlake Academy network are subject to disclosure under the Public Information Act, Texas Government Code Chapter 552 and the Federal Freedom of Information Act (FOIA).
- Westlake Academy reserves the right to terminate either temporarily or permanently a Google account if used inappropriately.
- Students will not identify their home telephone numbers, home addresses, or any personal information in any email correspondence.
- No assumption of privacy should be assumed with Westlake Academy assigned Google accounts.
- Westlake Academy administrative and technology staff reserves the right to go into a user's mailbox to find lost messages, to conduct lawful investigations, or to comply with investigations of wrongful acts. Westlake Academy will cooperate fully with any law enforcement investigation.
- Illegal activities on the system will be referred to law enforcement authorities for appropriate legal action.
- Westlake Academy reserves the right to change email providers without prior notice.
- Following usage of a Westlake Academy ECD the user will log off so as to prevent another user from using his/her account.
- Since Westlake Academy assigned Google accounts can be accessed outside the boundaries of our schools (web-based accounts) users are required to maintain the same behavior that is expected of them while in school.

Removable Media:

- Removable media can be defined as but not limited to: CD, DVD, USB devices, camera flash media cards, hard drives physically removed from their laptop or computer based machine.
- Westlake Academy reserves the right to pre-scan any removable media that an individual wants to bring into Westlake Academy's network for viruses and other unwanted malware and spyware.
- Extreme caution is to be exercised by any individual who uses removable media with regards to the safe handling and security of the removable device and its contents. No confidential data is to be transported using removable media.

Laptops:

- Defined as small portable computers: Even when removed from the premises they are considered the property of Westlake Academy and all policies and good faith efforts as previously outlined apply to using them away from the classroom.

11. Limitation of Liability:

- Westlake Academy makes no expressed or implied guarantees that the activities or services provided by Westlake Academy technology or ECDs will be error-free or without defect.
- Westlake Academy will not be responsible for any damages to users including but not limited to loss of data, interruptions of service, personal or psychological damages, or financial losses.
- Westlake Academy is not responsible for the accuracy or quality of content obtained through our network or stored on our systems.
- Finally, Westlake Academy will not be responsible for unauthorized financial obligations incurred from use of our ECDs or any components of our technology system.



Westlake Academy 2015-16 Dress Code Information

A review of the Westlake Academy dress code was recently completed by a committee that included parents from across our PYP, MYP, and DP grade levels. The following recommendations have now been approved for the 2015-2016 school year. While there are a few changes to the policy and updates made in the Parent-Student Handbook, this notification is intended to remind each family of the uniform policy as our families ready for the upcoming school year. The dress code requirements are intended to clarify what is acceptable and will be enforced in accordance with our code of conduct. You will find the updated Westlake Academy Uniform Requirements below. Please review these, and share with your student(s), to help ensure your student is in compliance from the start of the school year. Authorized Parker and Mills uniform companies have full copies of all Westlake Academy uniform needs to assist you.

Uniform Requirements

All students must wear a prescribed uniform at all times while on campus. This includes a dress uniform, a casual uniform, and/or a spirit uniform.

The uniform and dress code provide a multi-faceted approach to safety, well-being, and academic success. First, uniforms foster unity and team spirit. They also make it easier to identify and recognize outsiders to our campus. Appropriate dress and grooming contribute to a productive academic environment in which students can focus on learning and develop character and an awareness of others. Finally, uniforms also promote a positive image of the school to the community and, in doing so encourage students to uphold that image.

Dress Uniform (Monday requirement)

Dress uniforms are required every Monday unless otherwise communicated by the administration. Students may also wear the dress uniform on another day, if desired.

| | PYP | | MYP | | DP | |
|--------------------|---|---|---|---|---|---|
| | girls | boys | girls | boys | girls | boys |
| Accessories | None required (Hair accessories must be school colors) | Plaid long tie Solid black belt (No belt required for Kindergarten and grade 1) | Maroon long tie with logo OR Maroon cross-tie, available upon request (Hair accessories must be school colors) *** See note on plaid tie below-Page 3 | Maroon long tie with logo Solid black belt *** See note on plaid tie below-Page 3 | Navy long tie with logo (Hair accessories must be school colors) | Navy long tie with logo Solid black belt |

| | PYP | | MYP | | DP | |
|----------------|--|--|--|--|--|--|
| | girls | boys | girls | boys | girls | boys |
| Bottoms | Plaid skirt or jumper OR Navy or khaki pants/shorts Modesty shorts are required to be worn under skirts/jumpers, not to extend beyond hemline | Navy, khaki, or grey pants OR Navy or khaki shorts | Plaid, grey, navy, or khaki skirt OR Navy or khaki pants/ shorts Modesty shorts are required to be worn under skirts/jumpers not to extend beyond hemline | Navy, khaki, or grey pants OR Navy or khaki shorts | Plaid, grey, navy, or khaki skirt OR Navy or khaki pants/ shorts Modesty shorts are required to be worn under skirts/jumpers not to extend beyond hemline | Navy, khaki, or grey pants OR Navy or khaki shorts |
| Socks | Solid white, black, grey, maroon, or navy socks- <i>worn above the ankle</i> (If there is a trademarked logo, must be in same colors) | Solid white, black, grey, maroon, or navy socks- <i>worn above the ankle</i> (If there is a trademarked logo, must be in same colors) | Solid white, black, grey, maroon, or navy socks- <i>worn above the ankle</i> (If there is a trademarked logo, must be in same colors) | Solid white, black, grey, maroon, or navy socks- <i>worn above the ankle</i> (If there is a trademarked logo, must be in same colors) | Solid white, black, grey, maroon, or navy socks- <i>worn above the ankle</i> (If there is a trademarked logo, must be in same colors) | Solid white, black, grey, maroon, or navy socks- <i>worn above the ankle</i> (If there is a trademarked logo, must be in same colors) |
| Shoes | Shoes, shoelaces, trademarked logos, soles, or any part of the shoe- must be white, black, navy, gray, maroon, or brown; or, any combination of these colors. (Shoes must have closed toe & heel) <i>Any shoe type that goes above the ankle may be worn with long pants only.</i> | Shoes, shoelaces, trademarked logos, soles, or any part of the shoe- must be white, black, navy, gray, maroon, or brown; or, any combination of these colors. (Shoes must have closed toe & heel) <i>Any shoe type that goes above the ankle may be worn with long pants only.</i> | Shoes, shoelaces, trademarked logos, soles, or any part of the shoe- must be white, black, navy, gray, maroon, or brown; or, any combination of these colors. (Shoes must have closed toe & heel) <i>Any shoe type that goes above the ankle may be worn with long pants only.</i> | Shoes, shoelaces, trademarked logos, soles, or any part of the shoe- must be white, black, navy, gray, maroon, or brown; or, any combination of these colors. (Shoes must have closed toe & heel) <i>Any shoe type that goes above the ankle may be worn with long pants only.</i> | Shoes, shoelaces, trademarked logos, soles, or any part of the shoe- must be white, black, navy, gray, maroon, or brown; or, any combination of these colors. (Shoes must have closed toe & heel) <i>Any shoe type that goes above the ankle may be worn with long pants only.</i> | Shoes, shoelaces, trademarked logos, soles, or any part of the shoe- must be white, black, navy, gray, maroon, or brown; or, any combination of these colors. (Shoes must have closed toe & heel) <i>Any shoe type that goes above the ankle may be worn with long pants only.</i> |

***** PLAID TIE FOR MYP *****

The recommendation from our uniform committee is to move to a solid maroon tie for the MYP students. This provides the MYP with a unique piece, or identifier, to their uniform. Parker Uniforms are carrying these ties at this time. However, MYP students may also choose to continue with the plaid tie that may be currently owned.

All uniform tops, bottoms, and ties must be purchased from one of the following two vendors:

Parker Uniform Store
3001 Hwy 121, Suite #286
Euless, TX 76039
(817) 545-4000
www.parkersu.com

Mills Uniform Company
5460 E Loop 820 South
Fort Worth, TX 76119
(817) 563 7100
www.millsweat.com

Additionally, Westlake Academy students shall be required to show proper attention to personal cleanliness, neatness, and school standards regarding dress and appearance. To that effect:

- Inappropriate and extreme hairstyles, haircuts, and hair coloring are prohibited. Any types that cause a disruption to the education process are not allowed.
- Nail polish is limited to school and neutral colors.
- Jewelry must be discreet. Piercings must be limited to stud earrings.
- Leggings are not permitted. Girls may wear, if desired, tights with their uniforms during the winter months. The color must be sheer or solid in the following colors to match the uniform (maroon, navy, black, white, or grey). Patterned or textured tights are not permitted.
- Boys are required to be clean-shaven or have groomed facial hair.
- Girls' and boys' tops must be tucked in (except for the girls' tailored blouse).
- No visible holes, patches, or tattered clothing.
- No visible tattoos.
- Non-uniform outerwear (sweatshirts, coats, etc.) may be worn between classes and allowed at break only.
- Rubber rain boots are allowed in inclement weather.
- Shorts, skirts, or any bottoms must be no more (or, no higher) than 3 inches above the knee. Long pants must reach the top of the shoe.
- Socks must be worn at all times.

Spirit Dress Days

On announced spirit dress days, students may wear the following non-uniform clothing (the wearing of uniform clothing on these days is also acceptable):

- Tops purchased from WA affiliates, spirit shop, WA clubs/orgs, Parker/Mills, or TCAF/CASF athletic events
- All tops must have sleeves; NO sleeveless/tanks allowed.
- Bottoms must be appropriate and meet standard uniform policy with regard to length and fit
- NO pajama bottoms, tights, spandex, jeggings, yoga pants, or form-fitting pants allowed

Senior Privileges

At the discretion of the Principal, seniors are allowed to wear college sweatshirts over their uniform except on Mondays.

Each Friday is senior day, so seniors will follow Spirit Dress Day policy on Fridays.

There are no exceptions to the uniform policy. Clothing that resembles the prescribed garments is not permitted. When there is a doubt regarding the uniform policy, the Principal's judgment will be final.

Consequences of Uniform Violations

Students in violation of the dress code will be referred for correction. Written warnings will be issued and parents will be contacted to rectify the situation. Multiple offenses may require further intervention.

- 1st Offense: Verbal warning with written notification to parent
- 2nd Offense: Written warning with parents contacted to rectify the situation
- 3rd Offense: Parents contacted to rectify the situation and meeting between school/student/parent
- 4th Offense: Parents contacted to rectify the situation and detention assigned
- 5th Offense: Parents contacted to rectify the situation and In-School Suspension (ISS)
- 6th Offense+: Student sent home

SECTION VI: Special Education Assurances

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



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



Date

Laura Wheat

Printed Name of Charter Holder Board Chair

SECTION VII: Serving Students at Residential Facilities Assurances

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

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

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

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

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

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

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

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

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

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

N/A

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

January 11, 2016

Date

Laura Wheat

Printed Name of Charter Holder Board Chair

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

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

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

Yes

No

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

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

Yes

No

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

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

Yes

No

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



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



Date

Laura Wheat

Printed Name of Charter Holder Board Chair

SECTION IX: Fingerprinting and Criminal Record Check Assurance

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

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

Laura Wheat

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

January 11, 2016

Date

Laura Wheat

Printed Name of Charter Holder Board Chair

SECTION X: Certificate of Acknowledgment

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

CERTIFICATE OF ACKNOWLEDGEMENT

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

| Typed Name (Type name next to corresponding signature) | Signature (Must sign in blue ink) | Date* |
|---|--------------------------------------|-------------------------|
| Laura Wheat | <i>Laura Wheat</i> | <i>January 11, 2016</i> |
| Alesa Belvedere | <i>Alesa Belvedere</i> | |
| Michael Barrett | <i>Michael Barrett</i> | |
| Wayne Stoltenberg | <i>Wayne Stoltenberg</i> | |
| Carol Langdon | <i>Carol Langdon</i> | |
| Rick Renhack | <i>Rick Renhack</i> | |
| Thomas Brymer | <i>Thomas Brymer</i> | |
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*Members are to sign the acknowledgement during an open meeting; therefore, the date next to each signature must reflect the date of the meeting.



**CONTRACT
FOR RENEWAL
OF
OPEN-ENROLLMENT CHARTER**

THIS AGREEMENT, made this 5 day of July, 2016, is executed between the Texas Education Agency (the "Agency"), the authority, and **Town of Westlake** ("Charter Holder") to operate **Westlake Academy Charter School**, a Generation 07 Open-Enrollment Charter School.

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

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

GENERAL

Article I. Definitions, as used in this contract:

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

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

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

"Charter School" shall mean the Open-Enrollment Charter School governed by Charter Holder and identified by the six digit County District Number (CDN) **220810**. The Charter School is part of the public school system of Texas and shall operate as a "Charter School" within the meaning of 20 U.S.C. § 8066.

"Request for Application" shall refer to all documents approved and published as SAS **A511**.

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

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CHARTER SCHOOLS
TEXAS EDUCATION AGENCY

Article II. The Charter. This contract hereby renews the Charter to «Charter Holder» under *Subchapter D, Chapter 12, TEC*. The terms of the Charter shall include: (a) this renewal contract; (b) the original contract for charter, *as signed by the Charter Holder and the State Board of Education*; (c) applicable law or Administrative rule in effect, amended, enacted or adopted during the term of the contract; (d) Request for Application; (e) any condition, amendment, modification, revision, or other change to the Charter adopted or ratified by the authorizing entity, *including any prior renewal documents with revisions based on contingency responses*; (f) final renewal application received in spring 2015, *including any amendments to the Charter made through the renewal application*; and (g) all statements, assurances, commitments and representations made by Charter Holder in the original Charter Application and Renewal Application, attachments or related documents, to the extent consistent with the aforementioned (a) through (f).

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

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

Article IV. Term of Charter. The Renewal Term for the Charter shall be for a period of ten (10) years beginning August 1, 2016. The Charter shall automatically expire on July 31, 2026, unless otherwise subject to forfeiture for failure to meet criteria under TEC §12.101 or revocation.

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

Article V. Renewal(s) of Term. This Agreement does not vest Charter Holder with a right of automatic renewal. All requests for renewal shall be determined by a timely application in the form prescribed by the Commissioner, with subsequent determination by the Commissioner. The Charter shall not be renewed on or before **July 31, 2026**. No Renewal of Term shall exceed ten (10) years.

Article VI. Alienation of Charter. The Charter may not be assigned, encumbered, pledged or in any way alienated for the benefit of creditors or otherwise. Charter Holder may not delegate, assign, subcontract or otherwise alienate any of its rights or responsibilities under the Charter. Any attempt to do so shall be null and void and hold no force or effect. Breach under this section shall constitute a material violation.

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

STUDENTS

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

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

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

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

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

Article XIII. Student Performance and Accountability. Charter Holder shall satisfy Chapter 39, Subchapters B, C, E, F, G, and J of the Texas Education Code, and related Administrative rules, as well as the student performance accountability criteria stated in the Charter Application and all applicable and approved amendments to the Charter.

FINANCIAL MANAGEMENT

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

Article XV. Annual Audit. Charter Holder shall at its own expense have the financial and programmatic operations of the Charter School independently audited annually by a certified public accountant holding a valid permit from the Texas State Board of Public Accountancy. Charter Holder shall file a copy of the annual audit report, approved by Charter Holder, with the Agency not later than the 150th day after the end of the fiscal year for which the audit was made.

The audit must comply with *Generally Accepted Auditing Standards* and must include an audit of the accuracy of the fiscal information provided by the Charter School through PEIMS. Financial statements in the audit must comply with *Government Auditing Standards* and the *Office of Management and Budget Circular A-133*.

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

Article XVII. Indebtedness of Charter. Charter Holder shall not incur a debt, secure an obligation, extend credit, or otherwise make use of the credit or assets of the Charter School for any purpose other than operations as approved in the Charter.

Article XVIII. Non-Charter Activities. Charter Holder shall keep separate and distinct accounting, audits, budgeting, reporting, and record keeping systems for the management and operation of the Charter School. Any business activities of Charter Holder not directly related to the management and operation of the charter school shall be kept in separate and distinct accounting, auditing, budgeting, reporting, and record keeping systems from those reflecting activities under the Charter. Failure to perform under this article shall constitute a material violation.

GOVERNANCE AND OPERATIONS

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

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

Article XXI. Records Retention and Management. Charter Holder shall implement a records management system that conforms to the system required of school districts under the *Local Government Records Act, Section 201.001 et seq., Local Government Code*, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of the Charter.

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

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

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

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

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

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

THIS AGREEMENT

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

Article XXVI. Severability. If any provision of this contract is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect, so as to give effect to the intent of the parties to the extent valid and enforceable.

Article XXVII. Conditions of Contract. Execution of this contract by the Commissioner is conditioned on full and timely compliance by Charter Holder with: (a) the terms, required assurances, and conditions of RFA; (b) applicable law; and (c) all commitments and

representations made in the original Charter Application, approved amendments, and Renewal Application, and any supporting documents (to the extent such commitments and representations are consistent with the terms of this contract).

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

Article XXVIII. No Waiver of Breach. No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.

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

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

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

Article XXXI. Eligibility and Authority. By executing this contract, Charter Holder represents that it is an "eligible entity" within the meaning of Section 12.101(a), Texas Education Code, and it is understood by all parties that if the Charter Holder loses its 501(c)(3) tax exempt status at any time through action of the Internal Revenue Service for any reason or any other action which renders the Charter Holder no longer an "eligible entity" within the meaning of TEC §12.101(a), the charter contract shall be rendered null and void, and it shall automatically return without any

further action having to be taken by the Commissioner. Subsequent reinstatement of the 501(c)(3) tax exempt status does not reinstate the Charter.

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

Entered into this 5 day of July, 2016


Commissioner of Education:

Town of Westlake:



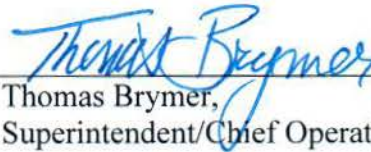
7/5/2016
Date

Mike Morath



Laura Wheat, Chair

August 10, 2016
Date



Thomas Brymer,
Superintendent/Chief Operating Officer

Aug. 15, 2016
Date

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**CHARTER SCHOOLS
TEXAS EDUCATION AGENCY**