

OPEN-ENROLLMENT CHARTER CONTRACT RENEWAL COVERSHEET

Current Information in Charter Schools Tracking System

Charter Holder Name: KIPP Austin Public Schools
 Charter School Name: KIPP Austin Public Schools
 Charter School Country/District #: 227-820
 Generation: 09
 Maximum Approved Enrollment: 8,500
 Grades Approved: Pre-K, K, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

Campuses:

227820101 KIPP Austin Comunidad 8004 Cameron Road Austin, TX 78754 Grade Levels Currently Served: K, 1, 2, 3, 4	227820104 KIPP Austin Leadership Elementary 8509 FM 969 Bld 617 Austin, TX 78724 Grade Levels Currently Served: K, 1, 2, 3, 4
227820041 KIPP Austin College Prep 8004 Cameron Road Austin, TX 78754 Grade Levels Currently Served: 5, 6, 7, 8	227820044 KIPP Austin Vista Middle School 8509 FM 969 Bld 627 Austin, TX 78724 Grade Levels Currently Served: 5, 6, 7, 8
227820001 KIPP Austin Collegiate 8004 Cameron Road Austin, TX 78754 Grade Levels Currently Served: 9, 10, 11, 12	227820103 KIPP Austin Obras 5107 I-35 South, Suite A Austin, TX 78744 Grade Levels Currently Served: K, 1, 2, 3, 4

<p>227820102 KIPP Austin Connections Elementary 8509 FM 969 Bld 629 Austin, TX 78724</p> <p>Grade Levels Currently Served: K, 1, 2, 3, 4</p>	<p>227820043 KIPP Austin Beacon Prep 5107 I-35 South, Suite A Austin, TX 78744</p> <p>Grade Levels Currently Served: 5, 6, 7, 8</p>
<p>227820042 KIPP Austin Academy of Arts & Letters 8509 FM 969 Bld 619 Austin, TX 78724</p> <p>Grade Levels Currently Served: 5, 6, 7, 8</p>	<p>227820002 KIPP Austin Brave High School 5107 I-35 South, Suite A Austin, TX 78744</p> <p>Grade Levels Currently Served: 9, 10, 11, 12</p>

Geographic Boundary:

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

Austin SD	Hays ISD
Manor ISD	Bastrop ISD
Del Valle ISD	Hutto ISD
Pflugerville ISD	Leander ISD
Round Rock ISD	Elgin 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://kippaustin.org/who-we-are/organizational-leadership/our-board/>

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

<http://kippaustin.org/who-we-are/organizational-leadership/executive-leadership/steven-epstein/>

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://kippaustin.org/public-information/finance-and-budget/>

In keeping with *TEC §§37.001 and 37.105*, a school district and each campus thereof shall establish and post a student code of conduct, and post on its Internet website a notice setting forth the circumstances under which a person may be refused entry to or ejected from a school district's property. If the charter school elects to follow these provisions, please provide the exact address where this information is posted. (Optional)

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.

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,
- postponement of opening campus,
- relocation of campus,
- closure 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)

11/01

End of Period (Month/Day)

02/15

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**

We used the total number of students who submitted a lottery application prior to the February 15 lottery deadline to determine whether we need to have a lottery for each grade level. We use a software program called SchoolMint, which generates a number of sequence, and each number is then linked to each student at random. This determines the order in which available spots will be offered. The lottery is first conducted for exempt students (also called priority applications), followed by non-exempt students.

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.

Siblings of current students, children of Employees

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)

02/23

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.*

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

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

After the application deadline has passed we use a fist come first serve approach. For example if there are 10 students on the wait list the 1st application we receive after the application deadline has passed, that application becomes #11 and so on.

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.*

Guardian name, address, phone number, student name, date of birth, current grade enrolled, current school enrolled.

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

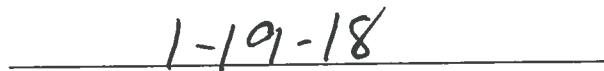
- A current copy of the admission policy that incorporates the information provided in the above answers to questions A through H and any other relevant information (**Attachment 3**);
- A blank copy of the current admission application, i.e., the information requested when the student first seeks admission (**Attachment 4**);
- 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**); and
- A current copy of the discipline policy (**Attachment 6**)

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

Gene Austin

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 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.

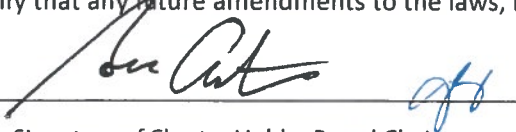
- Yes
- No

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

Gene Austin

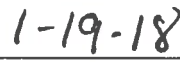
Printed Name of Charter Holder Board Chair

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*.



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


Date

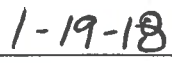
Gene Austin
Printed Name of Charter Holder Board Chair

SECTION X: Pre-Employment Affidavit Assurance

The charter holder certifies it is in compliance with *TEC §21.009*, and confirms that all applicants for educator positions have provided a pre-employment affidavit disclosing whether the applicant has ever been charged with, adjudicated for, or convicted of having an inappropriate relationship with a minor.



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



Date


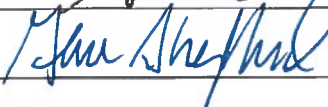

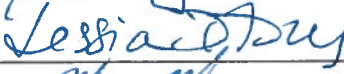
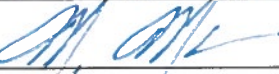


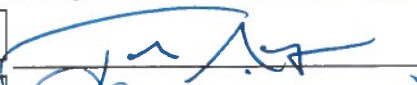
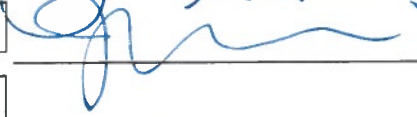
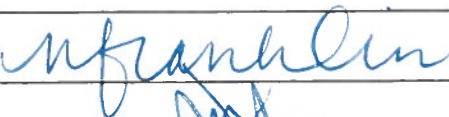
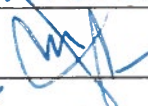

Printed Name of Charter Holder Board Chair

SECTION XI: 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*
Gene Austin		1-19-18 off
Gene Shephard		1-11-18
Nick von Kreisler		
Steve Shook		1-11-18
Jessica D'Arcy		1-11-18
Mac McElwrath		1/18/18
Ray Brimble		
Tim Dowling		
Greg Gish		1/22/18
Katherine Wright		1-22-18
Jeff Nydegger		1-22-18
Jill Kolasinski		1/17/18
Shana Ravensborg		
April Young		
Nicole Franklin		01/18/18
Munira Fareed		01/19/18
Troy Marcus		1/18/18

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



Enroll

Thank you for your interest in KIPP Austin! KIPP Austin is a network of free, college-preparatory public charter schools that prepare students for success in college and in life.

ENROLL NOW



Outstanding educators, more time in school, a rigorous college-preparatory curriculum, and a strong culture of achievement and support help our students make significant academic gains. KIPP Austin schools are uniquely designed to not only teach academics, but also help develop important character traits.



QUESTIONS

Check out our **Frequently Asked Questions** or contact our recruitment office at info@kippaustin.org

ENROLLMENT PROCESS & LOTTERY

- KIPP Austin schools are tuition-free, public schools that are open to all students.
- For the 2018-19 school year, KIPP Austin is accepting applications for Kindergarten through 12th grade. There are no academic or behavioral requirements for enrollment.
- Students must be 5 years old by September 1, 2018, in order to enroll in Kindergarten for the 2018-19 school year. Enrollment applications must be received by February 15, 2018, to be included in our lottery.
- If we receive more applications than we have seats available, we will hold a lottery for the 2018-19 school year as required by law. Our lottery will take place on February 23, 2018.
- Students who apply after the lottery will be added to the waiting list in the order in which their application is received.



APPLY NOW

KIPP Austin seeks individuals who demonstrate our core values to prepare our students to go To and Through college.

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.

NOTE: We do not offer Pre-Kinder for our families at the moment. You can submit your child's information on our portal and we will send you information on our schools as early as 3 years old but we do not currently offer seats for kids younger than 5.

APPLY NOW

"KIPP is a great opportunity of collaboration between parents, students and those that educate them. KIPP is for all."

- Miriam Janett Hurbe, KIPP Austin Parent



SUPPORT

93% of our funding comes from individual contributions from people such as yourself. Donate now to make a difference.

OPEN HOUSE INFO SESSIONS

We encourage you to attend an Open House Information Session to learn more about KIPP Austin and speak directly with our teachers and school leaders. Stay posted for upcoming dates.

DONATE



SOUTH CAMPUS

View all South Campus schools

[VIEW MAP](#)

KIPP Austin Obras

[View Map](#)

KIPP Austin Beacon Prep

[View Map](#)

KIPP Austin Brave High School

[View Map](#)

AUSTIN RIDGE CAMPUS

View all Austin Ridge Campus schools

[VIEW MAP](#)

KIPP Austin Connections Elementary

[View Map](#)

KIPP Austin Academy of Arts & Letters

[View Map](#)

KIPP Austin Leadership Elementary

[View Map](#)

KIPP Austin Vista Middle School

[View Map](#)

NORTH CAMPUS

View all North Campus schools

[VIEW MAP](#)

KIPP Austin Comunidad

[View Map](#)

KIPP Austin College Prep

[View Map](#)

KIPP Austin Collegiate

[View Map](#)

NEWS & ANNOUNCEMENTS PUBLIC INFORMATION

KIPP Austin Public Schools Regional Office 8509 FM 969, Building 513, Austin TX 78724 info@kippaustin.org



© COPYRIGHT 2017 KIPP AUSTIN | [PRIVACY POLICY](#)

[BACK TO TOP](#)

Application: 2018-2019 School Year Lottery

Parent/Guardian Info

Relationship to Student (select one)	Parent/Guardian's Full Name	Does either parent/guardian work at KIPP?
<input type="checkbox"/> Mother <input type="checkbox"/> Legal Guardian <input type="checkbox"/> Father		Yes No

Contact Info

Street Address	Unit #	City	Zip Code

Phone 1	Phone 2	Phone 3	Email

Extra Contact Person: We will contact this person if we are unable to reach you

Extra Contact's Name		Phone	
----------------------	--	-------	--

NEW Students Applying to KIPP: Enter up to 4 of your children

	Student's Full Name	Date of Birth (month/day/year)	Grade in 2018-2019 (next school year)	Current School
1		/ /		
2		/ /		
3		/ /		
4		/ /		

Siblings at KIPP: Do the students above have any siblings currently enrolled at KIPP?

Does the student have a brother or sister at KIPP?	IF YES: →	Sibling's Full Name	Sibling's Grade	Sibling's School at KIPP
--	--------------	---------------------	-----------------	--------------------------

Yes	No			
-----	----	--	--	--

Solicitud de inscripción: Sorteo escolar 2018-2019

PADRE/GUARDIÁN

Relación al estudiante (seleccione uno)	Nombre completo de la madre, del padre o del guardián	¿Alguno de los padres trabaja en KIPP?
<input type="checkbox"/> Madre <input type="checkbox"/> Guardián legal <input type="checkbox"/> Padre		Sí No

DIRECCIÓN y teléfonos

Dirección		Ciudad	Código postal

Teléfono 1	Teléfono 2	Teléfono 3	Email

CONTACTO ADICIONAL: Contactaremos a esta persona si no nos podemos comunicar con usted

Nombre del contacto		Teléfono	
---------------------	--	----------	--

ESTUDIANTES QUE DESEA INSCRIBIR EN KIPP: Solicite inscripción para hasta 4 de sus hijos

	Nombre y apellido del estudiante	Fecha de nacimiento (mes/día/año)	Grado en el 2018-19 (próximo año escolar)	Escuela actual
1		/ /		
2		/ /		
3		/ /		
4		/ /		

HERMANOS EN KIPP: ¿Los estudiantes en la tabla de arriba tienen algún hermano o hermana inscritos en KIPP?

¿El estudiante tiene hermanos en KIPP?		Nombre y apellido del hermano/a	Grado del hermano/a	Escuela KIPP del hermano/a
Sí No	Si sí: →			

Idioma preferido	¿Cómo escuchó acerca de KIPP?	Firma
Inglés Español	<input type="checkbox"/> Familia/Amigos <input type="checkbox"/> Tengo otro hijo/a en KIPP <input type="checkbox"/> Correo <input type="checkbox"/> Evento <input type="checkbox"/> TV/Radio <input type="checkbox"/> Internet	

settings (/settings) > forms (/settings/forms) > custom (/settings/forms#custom) > sm::customformsutility

KIPP Austin Public Schools Registration Form

Student Information

Student First Name *

Student Middle Name

Student Last Name *

Generation

Student Birth Date *

Month ▼ Day ▼ Year ▼

Student Current Grade Level *

Student Next Grade Level *

You can search for student's name, email and phone number.

Student Gender *

Select Gender



Social Security Number

(xxx-xx-xxxx)

Birth Place *

(City, State, Country)

Student Mailing Address Street1 *

Student Mailing Address Street2

Student Mailing Address City *

Student Mailing Address State *

Student Mailing Address Zipcode *

Parent Information

Parent or Guardian 1

Guardian First Name *

Guardian Last Name *

Guardian Mobile Phone Number

Guardian Email

Guardian Home Phone Number

Guardian Work Phone Number

Guardian Contact Preference *



Guardian Address Street1 *

Guardian Address Street2

Guardian Address City *

Guardian Address State *

Guardian Address Zipcode *

Guardian Relationship to Student *

Select Relationship



Parent or Guardian 2

Guardian 2 First Name

Guardian 2 Last Name

Guardian 2 Mobile Phone Number

Guardian 2 Email

Guardian 2 Home Phone Number

Guardian 2 Work Phone Number

Guardian 2 Contact Preference



Guardian 2 Address Street1

Guardian 2 Address Street2

Guardian 2 Address City

Guardian 2 Address State

Guardian 2 Address Zipcode

Guardian 2 Relationship to Student

Select Relationship



Emergency Contact Information

Please provide at least one additional adult who is to be contacted in case of emergency. Note that we will only contact the individual(s) listed below should we not be able to contact either Parent/Guardian.



Board Members

Gene Austin Chair	Jessica D'Arcy Past Chair	Eugene B. Shepherd, Jr. Vice Chair
Steve Shook Board Treasurer	Nick von Kreisler Secretary	Ray Brimble Board Member
Tim Dowling Board Member	Munira Fareed Board Member	Nicole Franklin Board Member

KIPP: Austin Organizational Chart



Board Members

Arnold Garcia, Jr.
Board Member

Greg Gish
Board Member

Jill Kolasinski
Board Member

Mac McElwrath
Board Member

Jeff Nydegger
Board Member

Shana Ravensborg
Board Member

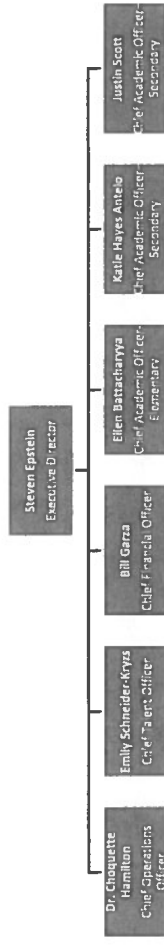
David S. Reiter
Board Member

Katherine Wright
Board Member

April Young
Board Member



Senior Leadership Team

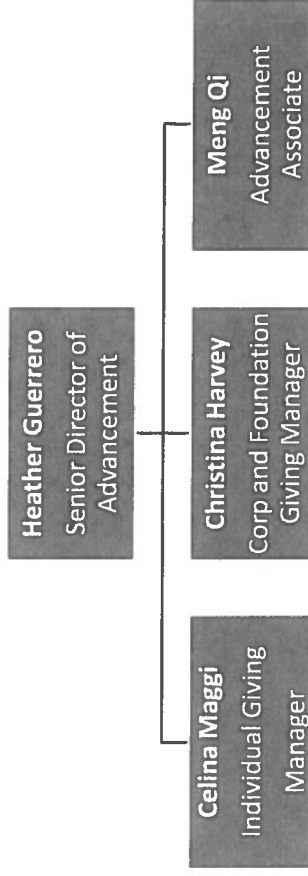
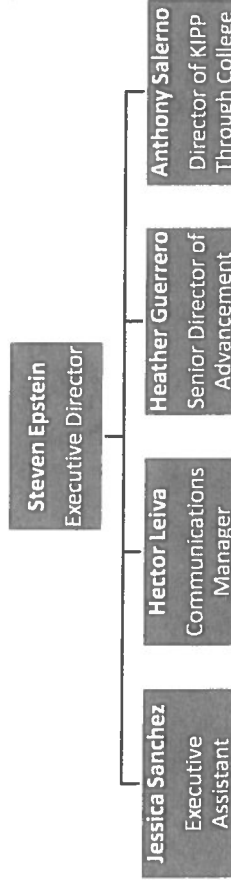




Executive Team



Advancement

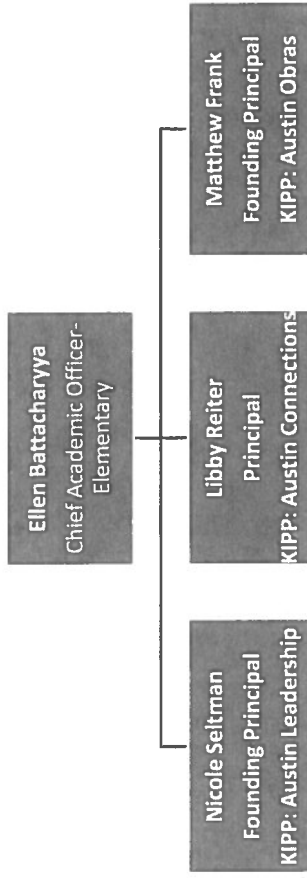
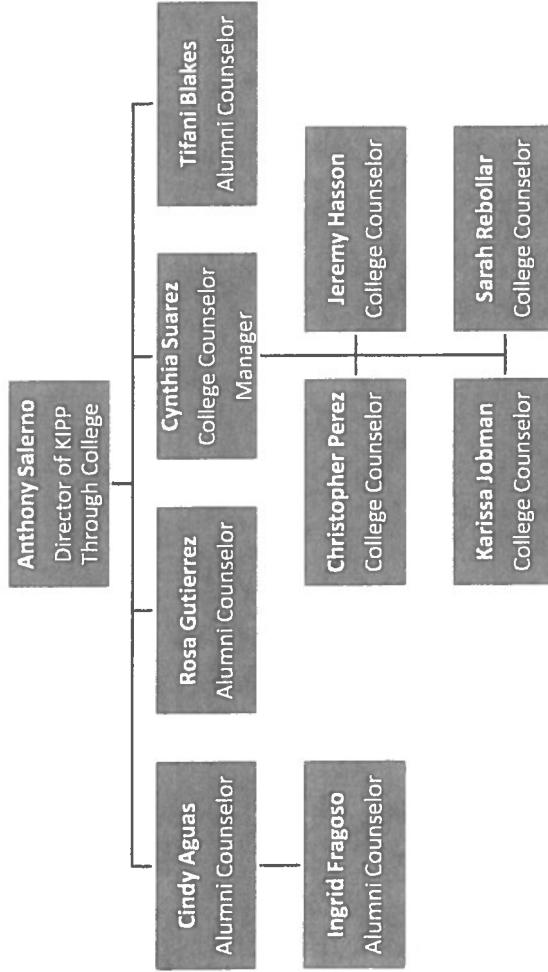




KIPP Through College



Elementary Curriculum- Schools





Elementary Curriculum- Staff

Ellen Battacharyya
Chief Academic
Officer-Elementary

Kevin Felter
Curriculum
Coordinator

Rebekah Harris
Curriculum
Coordinator



Elementary/Secondary Academics

Justin Scott
Chief Academic Officer--
Secondary

Kelly Doyle
Successor Principal
KIPP: Austin Comunidad

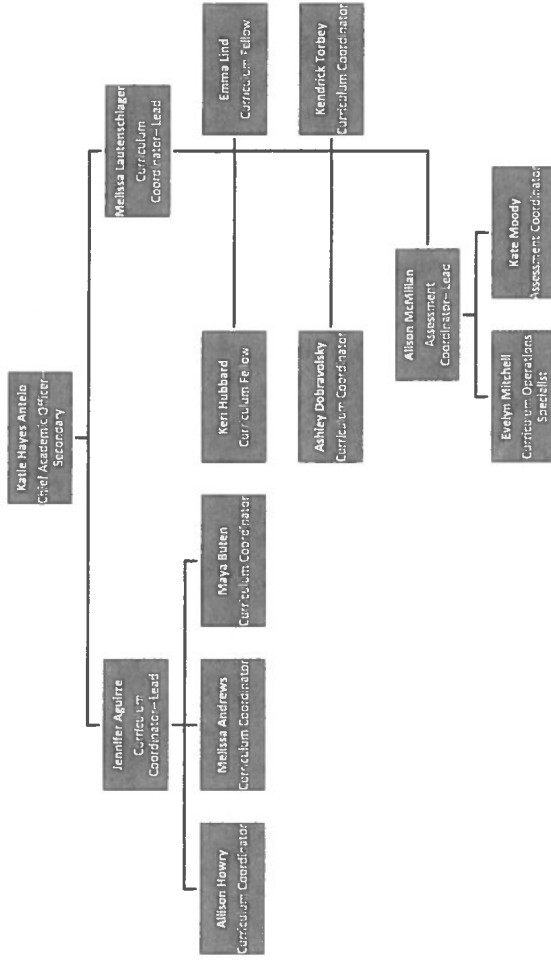
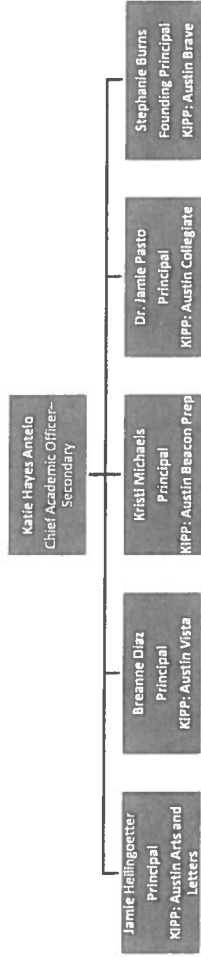
Katie Shapiro Carpenter
Principal
KIPP: Austin College Prep



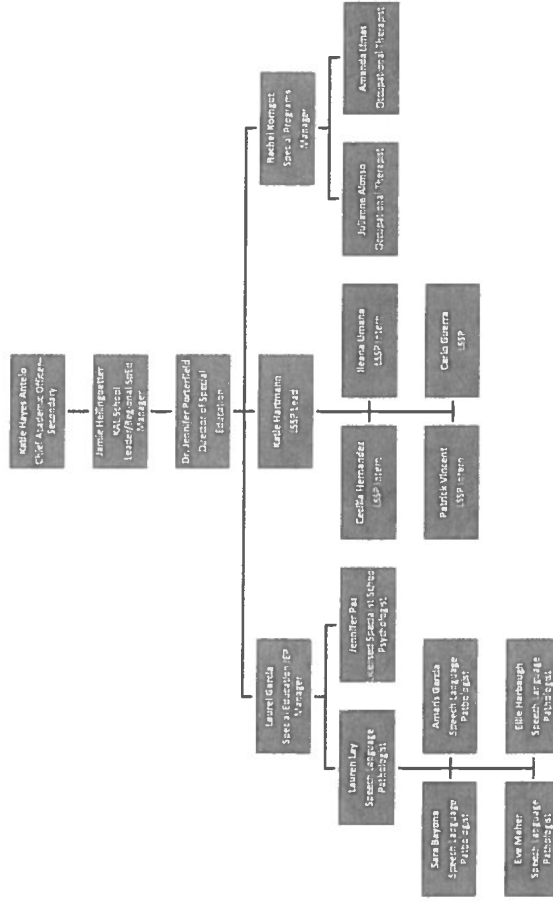
Secondary Academics



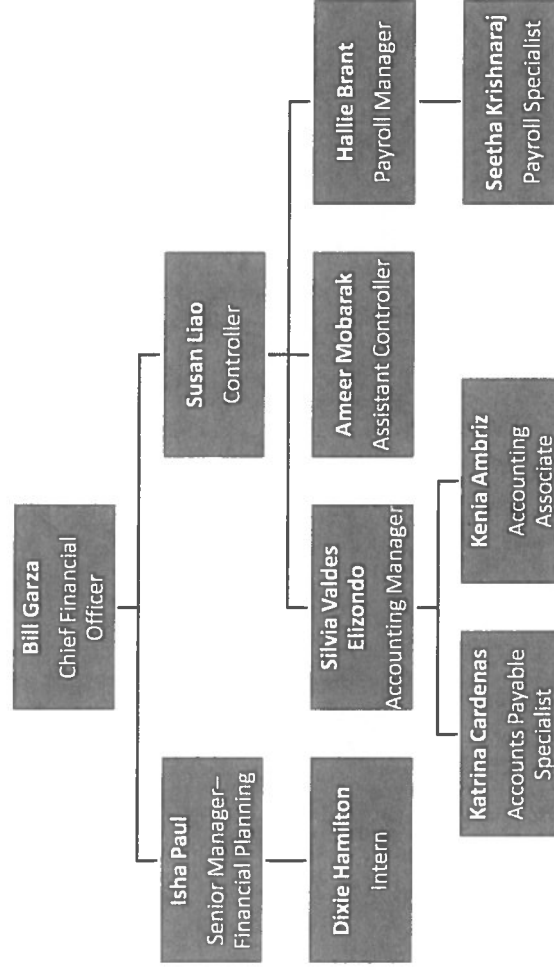
Secondary Curriculum- Staff



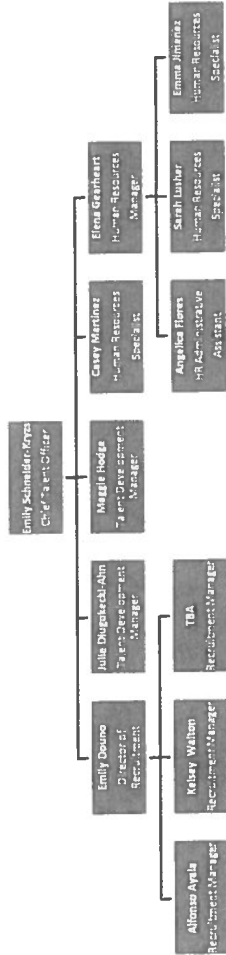
Special Education



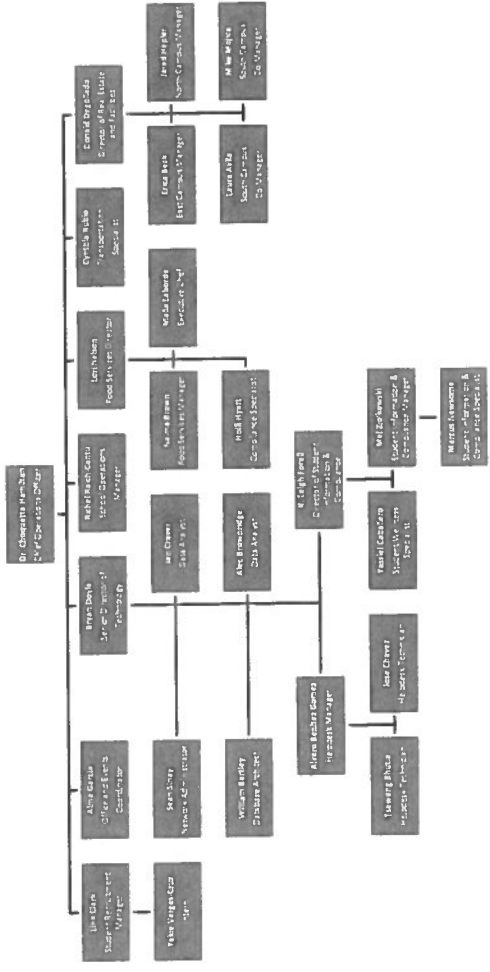
Finance



Talent



Operations

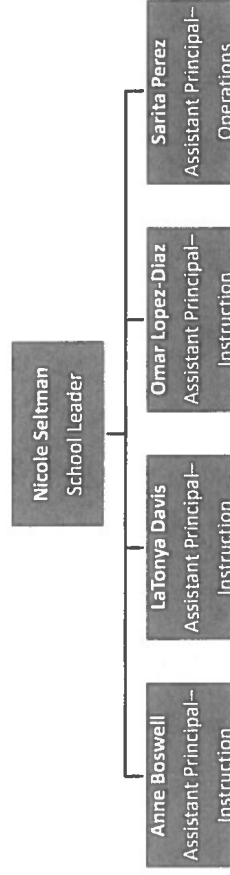
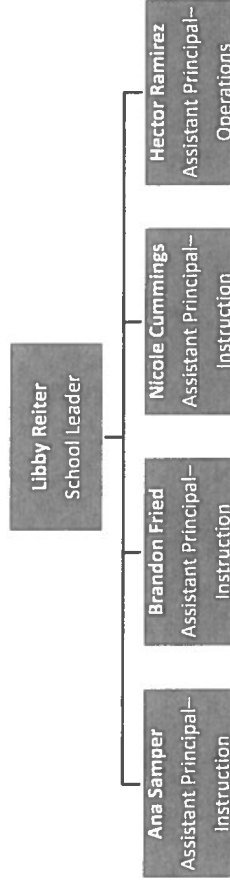




KIPP: Austin Connections



KIPP: Austin Leadership

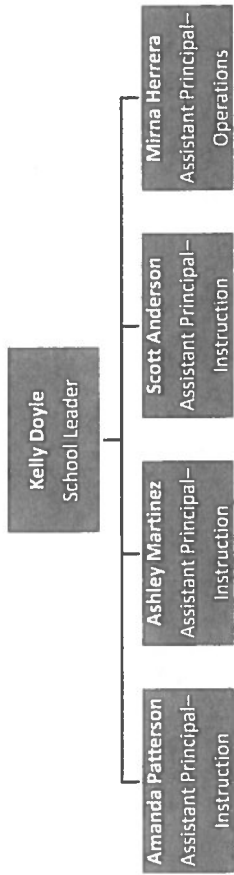
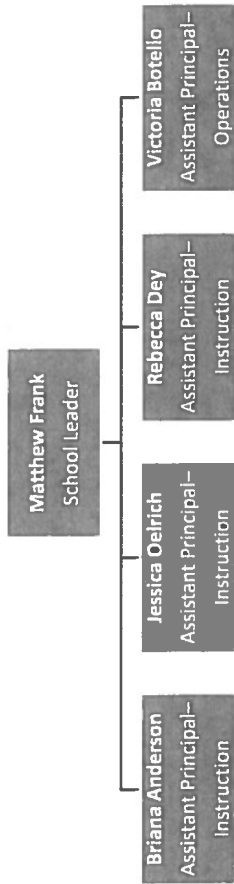




KIPP: Austin Obras



KIPP: Austin Comunidad





KIPP: Austin Arts and Letters



KIPP: Austin Vista

Jamie Heilingoetter
School Leader

Jamie Holley
Assistant Principal—
Instruction

Robin Nguyen
Assistant Principal—
Instruction

Debra Chen
Assistant Principal—
Operations

Breanne Diaz
School Leader

Sally McKenna
Assistant Principal—
Instruction

Zachary Jasnocha
Assistant Principal—
Instruction

Brian Doran
Assistant Principal—
Operations



KIPP: Austin Beacon Prep



KIPP: Austin College Prep





KIPP: Austin Brave



KIPP: Austin Collegiate

Stephanie Burns
School Leader

Jessica Sadev
Assistant Principal—
Instruction

Zarah Carranco
Assistant Principal—
Instruction

Jayna Fontenot
Assistant Principal—
Operations

Dr. Jamie Pasto
School Leader

Cheryl Babcock
Assistant Principal—
Instruction

Janice Lopez
Assistant Principal—
Instruction

John Hipp
Assistant Principal—
Instruction

Terry Lin
Assistant Principal—
Instruction

Toni Chebou-Webb
Assistant Principal—
Operations



That only programs that KIPP Austin Public Schools operates are the 10 current schools and the Shared Service Team that supports them.



- Using the Internet for financial gain, personal advertising, promotion, non-government related fundraising, or public relations
- Political activity: lobbying for personal political purposes, or activities such as solicitation for religious purposes
- Users may not send, save, view, forward, or create harassing or offensive content/messages. Offensive material includes, but is not limited to, pornographic, obscene, or sexually explicit material, sexual comments, jokes or images that would violate school policies. The school policies against harassment and discrimination apply to the use of technology.

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

By acknowledging receipt of this handbook, KAPS students are acknowledging that they understand and will abide by the above Responsible Use Agreement and that they further understand that any violation of the regulations above is unethical and may constitute a criminal offense. KAPS parents/guardians are acknowledging that they have read the Responsible Use Agreement and understand that access is designed for educational purposes only. Parents/guardians are also giving permission to allow internet access for their child while recognizing that it is impossible for KIPP Austin to restrict access to all controversial materials, and agreeing not to hold the school (or any of its personnel) responsible for materials acquired on the network. Through acknowledging receipt of this handbook, parents/guardians also give permission to KAPS to create and manage third party accounts (including but not limited to: Google Apps, Prezi, and VoiceThread) for KAPS students. If you would like to deny KAPS permission to provide internet access to your child or create and manage third party accounts, please contact the front office of your child's school.

IV. CODE OF CONDUCT

All members of KIPP Austin's team and family are held to High Expectations, one of the five pillars that defines KIPP's core operating principles. All students are expected to conduct themselves in a manner that demonstrates respect for others and themselves and ensures they stay focused on the pursuit of college. KIPP Austin's Code of Conduct applies on school campuses, to school activities, on KIPP transportation, and at KIPP bus stops.

Forbidden Items

The following items are forbidden at all grade levels. For additional items specific to your child's school, please consult that school's Handbook Appendix.

Banned Items:

- Soda, chips, or other junk food
- Weapons and toy weapons, including BB guns and cap guns
- Any illegal substance including alcohol
- All tobacco products, including "e-cigarettes," water pipes, or any other tobacco paraphernalia

Human Rights Policy

KIPP Austin Public Schools brings together a diverse group of individuals. We are guided by the principle that respect and



consideration for all individuals is foremost in all school activities. It is unlawful to discriminate against any individual based on race, color, religion, sex, nationality, sexual orientation or identity, age, or disability. KIPP Austin Public Schools wishes to stress that it is the responsibility of every member of the KIPP Austin Public Schools Team and Family to observe and uphold the principles of equal opportunity as they affect staff, faculty, and students in all aspects of school life. It is the responsibility of every member of the KIPP Austin Public Schools Team and Family to actively promote a healthy place to work and learn. Any form of coercion or harassment that insults the dignity of others or impedes their freedom to work and learn will not be tolerated. Any such form of coercion or harassment will result in appropriate discipline up to, and including, expulsion.

Harassment

Harassment is any form of uninvited and unwanted physical or verbal behavior made in person or through social media or digital communication, which creates an intimidating, hostile, or demeaning environment for education. Examples of inappropriate behavior may include:

- Verbal or physical abuse or threats
- Sexual harassment
- Obscene or demeaning remarks, jokes, or insults
- Uninvited pressure to participate in illegal activities
- Public display of explicitly offensive or demeaning materials
- Comments or actions demeaning to race, religion, ethnic origin, gender, or sexual orientation
- False accusations of harassment
- Retaliation toward someone making a complaint about harassment

Sexual Harassment

KIPP Austin Public Schools values student safety and has established policies to protect student safety. If at any time a student becomes a victim of a violent criminal offense while in or on the grounds of KIPP Austin Public Schools, that student will be offered and allowed to transfer to another school within the KIPP Austin Public Schools network.

Everyone should be aware that sexual harassment can be a form of sex discrimination under Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of a person's advancement or participation in a school activity
- Such conduct has the purpose or effect of interfering with a person's work or academic performance, or intimidating or humiliating a person

Creating a harassment-free environment requires the diligent effort of every member of our Team and Family. We must continually strive to improve our practices.

Response to Harassment

KIPP Austin Public Schools is committed to equitable and swift resolution of harassment issues. Any student or employee experiencing harassment should follow any or all of these measures:



1. Let the offender know you want the behavior to stop. Be clear and direct. Do not apologize. If you are a student, it is appropriate to notify an adult as a first step.
2. If you are not comfortable confronting the offender alone, ask a friend to accompany you, or write a letter to the offender, keeping a copy.
3. Make a record of when, where, and how you were mistreated; include witnesses (if any), direct quotes, and other evidence.
4. If you are a student, notify the Principal, Chief Academic Officer, or Superintendent, or if you are uncomfortable doing so, speak with another adult. If you are an adult, notify the Principal, Chief Academic Officer, or Superintendent.
5. As soon as possible, the adult notified shall report to the Superintendent. The Superintendent will notify the authorities, if applicable. The Superintendent or designee will investigate as appropriate.

Discrimination

State and federal law prohibits discrimination. KIPP Austin complies with all non-discrimination rules and regulations and does not permit discrimination against students on the basis of race, color, national origin, gender, disability, sexual orientation, family situation, religion, political affiliation, or any other basis prohibited by law. This holds true for all students who are participating in educational programs and extended day school activities. Inquiries regarding compliance procedures may be directed to an advisor and/or principal.

Expectations for Parent and Family Conduct on KIPP Premises:

- Abide by all established campus policies and procedures while on KIPP property.
- Remain courteous and respectful in all communications with KIPP staff members.
- Avoid any conduct directed at KIPP staff members or students that is harassing, aggressive, or disrespectful.

The school leader and/or superintendent retain the authority to determine what constitutes harassing, aggressive, or disrespectful behavior exhibited by parents, guardians, and/or family members. Parents, guardians, and/or family members engaging in such behaviors may be subject to the following consequences:

- Conferences with the school leader and/or KIPP administration.
- Additional procedures/requirements for presence on KIPP property.
- Prohibition from further entry onto KIPP property.
- Intervention from appropriate law enforcement agencies.

ANTI-BULLYING POLICY

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. An act of bullying, by either an individual or group of people in the KIPP Austin community, is expressly prohibited on KIPP Austin property or at school-related functions. This policy applies not only to individuals who directly engage in an act of bullying but also to individuals who, by their indirect behavior, condone or support another individual's act of bullying.

KIPP Austin is committed to protecting its students, employees, and applicants for admission from bullying, harassment, or discrimination for any reason and of any type. KIPP Austin and its Board believe that all students and employees are entitled to a safe, equitable, and harassment-free school experience. Bullying, harassment, violence, or discrimination



will not be tolerated and shall be just cause for disciplinary action.

KIPP Austin and the Board believe that standards for student behavior must be set cooperatively through interaction among the students, parents, guardians, staff, and community partners of KIPP Austin, producing an atmosphere that encourages students to grow in self-control. The development of this atmosphere requires respect for self and others, as well as for the community property on the part of students, staff, and community members.

The standards of this policy constitute a specific, focused, coordinated, integrated, culturally sensitive system of supports for all students, staff, families and community agencies that will improve relations within each school. It is designed to ensure that every school has staff that have been trained and are supported in their school's efforts to provide awareness, intervention training, and instructional strategies on prevention, including violence prevention, to each staff, parent, and student in the Region and to direct follow-up when incidents are reported and/or occur, which could include Child Protective Services and/or law enforcement involvement as necessary to ensure the safety and wellbeing of all parties

Definitions

"Bullying" is defined in Section 37.0832 of the Education Code as a single significant act or pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that: (1) has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; (2) is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student; (3) materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or (4) infringes on the rights of the victim at school.

Bullying may involve, but is not limited to:

- Verbal: Hurtful name-calling, teasing, gossiping, making threats, making rude noises, or spreading hurtful rumors.
- Nonverbal: Posturing, making gang signs, leering, staring, stalking, destroying property, using graffiti or graphic images, or exhibiting inappropriate and/or threatening gestures or actions.
- Physical: Hitting, punching, pushing, shoving, poking, kicking, tripping, strangling, hair pulling, fighting, beating, biting, spitting or destroying property.
- Emotional or Psychological: Rejecting, terrorizing, extorting, defaming, intimidating, humiliating, blackmailing, manipulating friendships, isolating, ostracizing, using peer pressure, or rating or ranking personal characteristics.

Cyberbullying is defined by Section 37.0832 of the Education Code as bullying that is done through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

Cyberstalking means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at or about a specific person, causing substantial emotional distress to that person and serving no legitimate purpose, if the conduct occurs at school



or if such off-campus conduct results in a substantial disruption of school activities

Harassment Includes, but is not limited to oral, written, psychological, physical (both climate and contact), and other demonstrative actions with regard to race, creed, ethnic origin, religious preference, gender, disability, or sexual orientation that is unwelcome.

Bullying, Cyberbullying and/or Harassment also encompass:

- Retaliation:
 - Against a student by another student for asserting or alleging an act of bullying, harassment, or discrimination.
 - Also includes reporting a baseless act of bullying, harassment, or discrimination that is not made in good faith.
- Pattern of conduct listed in the definition of bullying, harassment, and/or discrimination by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student by:
 - Incitement or coercion;
 - Accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of KIPP Austin Public Schools; or
 - Acting in a manner that has an effect substantially similar to the effect of bullying, harassment, or discrimination.

Bullying, Cyberbullying, Harassment and Discrimination (hereinafter referred to as bullying for the purpose of this policy) also encompass, but are not limited to, unwanted harm towards a student in regard to their real or perceived gender or gender identity or expression, race, color, religion, political beliefs, linguistic preference, natural origin, age, disability (physical, mental, or educational), socio-economic background, or ancestry.

“Accused” is defined as any KIPP Austin student, employee, volunteer, contractor, or other person in the school or outside the school at school-sponsored events, on school buses, and at training facilities or training programs sponsored by KIPP Austin who is reported to have committed an act of bullying, whether formally or informally, verbally or in writing.

“Complainant” is defined as any KIPP Austin student, employee, volunteer, contractor, or other person who formally or informally makes a report of bullying, verbally or in writing.

“Victim” is defined as any KIPP Austin student, employee, volunteer, contractor, or other person inside the school or outside the school at a school-sponsored event, on school buses, who is reported to have been the target of an act of bullying during the school day or during any educational program or activity.

KIPP is required to adopt policies and procedures regarding:

- 1) Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
- 2) Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of a student to or from school or a school-sponsored or school-related activity; and

- 3) Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Reporting an Act of Bullying

- o At each school, the principal/designee is responsible for receiving oral or written complaints alleging violations of this policy, documenting on appropriate forms for compliance, and informing parents and guardians of parties involved.
- o Any member of the school community who has credible information that an act of bullying has taken place may file a Bullying Incident Report, whether a victim or a witness. These reports may be made anonymously.
- o Any student (and/or the parent on the complainant's behalf if the complainant is a minor) who believes he/she is a victim of bullying is strongly encouraged to fill out a Bullying Incident Report in the front office of his/her school.
- o Complaints should be filed as soon as possible after the alleged incident and noted on the incident report. Complaints should be filed within ninety (90) school days after the alleged incident so that the allegation may be appropriately investigated.
- o Submission of a good faith complaint or report of bullying will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments at KIPP Austin.

Investigating Bullying Complaints

- o The principal or investigative designee shall document all complaints in writing on the Bullying Tracking and Investigation Chart to ensure that allegations are addressed in a timely manner. This process is to be followed with all anonymous complaints as well. Although this Policy encourages students to use the formal, written Bullying Incident Report, school officials should investigate all complaints and reports of harassment, whether or not the complaint is in writing," as stated by the Office for Civil Rights in *Protecting Students from Harassment and Hate Crime: A Guide for Schools, Part II (1999)*.
- o If the complaint is about the principal, the KIPP Austin Human Resources Department shall be asked to address the complaint.
- o The trained principal/Investigative Designee will make the determination if a reported act of bullying falls within the scope of KIPP Austin.
- o If the reported act is determined to fall within the scope of KIPP Austin (if the complained-of conduct occurred at school or if off-campus conduct caused a substantial disruption at school), the principal/Investigative designee shall follow the Procedures for Investigating Bullying and/or Harassment as outlined below.
- o If the reported act is determined to be outside the scope of KIPP Austin (occurring entirely off-campus), and determined an alleged criminal act, the principal/Investigative designee shall refer to appropriate law enforcement, provide any applicable interventions, and document according to this Policy.
- o If the reported act is determined to be outside the scope of KIPP Austin and determined not a criminal act, the principal/Investigative designee shall inform parents/guardians of all students involved, provide appropriate interventions and document according to this Policy.

Investigation Procedures for Reported Acts of Bullying Under this Policy

- o The procedures for investigating school-based bullying must include the principal/designee and or investigative

- designee, in the case of student-to-student bullying.
- Investigations may cover acts of cyberbullying even if it is occurring on phones/computers outside of school
 - The investigator may not be the accused or the alleged victim.
 - The principal/designee or appropriate KIPP Austin administrator shall begin a thorough investigation with the alleged victim and accused within two (2) school days of receiving notification of complaint. The principal/designee/administrator must immediately notify parents/guardians of both the victim and the alleged perpetrator of an act of bullying or harassment within two (2) school days of a filed complaint.
 - During the investigation, the principal/designee or appropriate administrator may take any action necessary to protect the complainant, alleged victim, other students, or employees consistent with the requirements of applicable regulations and statutes.
 - Documented interviews of the alleged victim, alleged perpetrator, and witnesses are conducted privately, separately, and are confidential to the extent possible. Each individual will initially be interviewed separately and only with permission of victim and family will the alleged perpetrator and victim to be interviewed together.
 - To the extent possible, the name of the complainant will not be revealed by the investigator without permission of complainant or the complainant's family or if the complainant's safety is jeopardized.
 - In general, student complainants and/or alleged victims will continue attendance at the same school and pursue their studies as directed while the investigation is conducted and the complaint is pending resolutions. In the event a valid court order conflicts with this policy, the order of the court will prevail.
 - During the investigation where a KIPP Austin employee is accused, the principal/designee/administrator may recommend to Human Resources any action necessary to protect the complainant, the alleged victim, or other students or employees. Examples of this could include: removal of student from classroom, leave of absence while under investigation, etc.
 - Within ten (10) school days of the notification as to the filing of the complaint, there shall be a written decision on the Bullying Tracking and Investigation Chart by the principal/investigative designee/administrator.

Resolving an Act of Bullying

- **Informal Resolution:** The administrator, along with the alleged victim and the accused/student, may agree to informally investigate an alleged bullying incident among parties. A Bullying Incident Report form may have already been filed, or will be completed during the investigation by the parties involved.
 - Interviews of the victim, alleged perpetrator, and witnesses are conducted privately separately, and are confidential to the extent possible.
 - Each individual (victim, alleged perpetrator, witnesses) will be initially interviewed separately.
 - A joint voluntary mediation meeting between the two parties shall be held upon agreement of all parties, and each party's agreement to Informal Resolution must be in writing on the Bullying Tracking and Investigation Chart.
 - If a mutual resolution is accepted, the incident and the resolution must be documented on the complaint form and the appropriate data system. No further action is needed.
 - If a mutual resolution has not been achieved, a formal written appeal for a formal resolution must be filed within five (5) workdays after the informal meeting and submitted to the principal or appropriate KIPP Austin supervisor.
- **Formal Resolution:** the alleged victim/complainant/student/or parent on behalf of the student may file a written



complaint with the principal/designee or appropriate KIPP Austin administrator by utilizing the KIPP Austin Public Schools Bullying Incident Report and Bullying Tracking and Investigation Chart Forms.

- o According to the level of infraction, parents/guardians will be promptly notified within two (2) school days of a submission of any actions being taken to protect the victim via written notice, telephone, or personal conference. The frequency of notification will depend on the seriousness of the bullying incident.
- o Documented interviews of the victim, alleged perpetrator, and witnesses are conducted privately separately, are confidential to the extent possible, and are recorded on the Bullying Incident Report Form.
- o Each individual (victim, alleged perpetrator, witnesses) will be initially interviewed separately.
- o A joint voluntary mediation meeting between the two parties can be held if parties agree.
- o If bullying is found: all evidence is collected, all documentation is recorded and filed in the school and district specified data system. Disciplinary actions are decided by the administrator or designee with appropriate supervisor input based on circumstance.
- o If no bullying is found: all documentation is kept and filed. Monitoring of victims and complainants and any additional supports needed is implemented. Whether bullying is found or not, all parties will be notified in writing of the final decision and their right to appeal. This is filed with the other incident documents.
- o All documents shall be filed in the school's Bullying Incident Folder, and student files.
- o Any retaliation against a student who reports an incident of bullying is prohibited. Upon the recommendation of the administrator, the board of directors may, in response to an identified case of bullying, decide to transfer a student found to have engaged in bullying to another classroom at the campus. In consultation with the student's parent and when applicable, the student may also be transferred to another campus. The parent of a student who has been determined by KIPP to be a victim of bullying may request that his or her child be transferred to another classroom or campus, if applicable.

DATING VIOLENCE POLICY

Definitions

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage, in a dating relationship with the individual who is or was once in a marriage, or in a dating relationship with the person committing the offense. For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance;
or
3. Otherwise adversely affects the student's educational opportunities.



Dating violence against a student examples may include, but are not limited to: physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include: destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

Types of Dating Violence Include:

- **Physical**—This occurs when a partner is pinched, hit, shoved, slapped, punched, or kicked.
- **Psychological/Emotional**—This means threatening a partner or harming his or her sense of self-worth. Examples include name calling, shaming, bullying, embarrassing on purpose, or keeping him/her away from friends and family.
- **Sexual**—This is forcing a partner to engage in a sexual act when he or she does not or cannot consent. This can be physical or nonphysical, e.g., threatening to spread rumors if a partner refuses to have sex.
- **Stalking**—This refers to a pattern of harassing or threatening tactics that are unwanted and cause fear in the victim.

Sexual Violence is defined as sexual assault, sexual abuse, or sexual stalking of a minor child or teenager. This includes sexual violence committed by perpetrators who are strangers to the victim as well as by perpetrators who are known or related by blood or marriage to the victim. Behaviors that fall under this definition include, but are not limited to: incest, molestation, child abuse, stranger rape, and non-stranger rape.

An Alleged Perpetrator is a person who uses coercive tactics to establish and maintain power and control over a dating partner. Perpetrators may come from any cultural, educational, religious and economic stratum of society. A perpetrator's background is never grounds to justify the abuse. An alleged perpetrator is an individual who has been accused of exhibiting harassing or violent behaviors towards another individual or an individual who has been suspected of such behaviors.

A Victim is the target of the alleged perpetrator's coercive and/or violent acts.

Reporting Dating Violence

- At each school, a member from the leadership team or mental health team is responsible for receiving oral or written complaints alleging violations of this policy, documenting on appropriate forms for compliance, and informing parents and guardians of parties involved.
- Any member of the school community, whether a victim or a witness, who has credible information that an act of dating violence has taken place may provide information to the school a member from the leadership team.
- Any student (and/or the parent on the complainant's behalf if the complainant is a minor) who believes he/she is a victim of dating violence is strongly encouraged to report the concern immediately to a member of the leadership team.
- Reports should be made as soon as possible to ensure the safety of all students involved.
- Submission of a good faith complaint or report of dating violence will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments at KIPP Austin Public Schools.



- Reports of dating violence may warrant contact with parents/guardians, law enforcement and/or child protective services.

Victim Safety

- Appropriate school personnel (i.e., administrators and social worker and/or school counselor) will proceed with the establishment of a Safety Plan in collaboration with the victim. **Confidentiality still applies, to the extent it can be maintained, and only those teachers or administrators who are part of the plan should know relevant details.**
- A safety plan may include, but is not limited to, such actions as the following: alternative schedule; communication with teachers to ensure safety; identification of designated "safe staff" the student can seek help from; and escorts during transition periods.
- Victim and victim's families are presented with safety plan and offered the opportunity to suggest amendments. The safety plan will be put in place when consensus is reached by all parties. The victim's input on any alteration to his or her schedule should be valued in the creation of the safety plan.
- Appropriate school personnel will communicate with school administration and HR in regards to law enforcement and CPS guidelines on campus as needed.
- The school's leadership may consult with district representatives regarding how to respond appropriately as a school to any protective order that may be put in place.
- To ensure the victim's utmost sense of safety, appropriate school personnel may consider reviewing and completing a Stay Away Agreement (see school Social Worker or Counselor for a copy of this form) with the party of the alleged perpetrator (see attachment).

***As in all cases, any legal documentation or court order will supersede any plan created by the district and need to be followed as they are written. If there are any questions, the school's leadership should reach out to district representatives to clarify any legal documentation or court orders that the campus/district receives.**

Alleged Perpetrator Support Services

- The rights and confidentiality of the alleged perpetrator will be maintained in communication with the victim and his or her family to the extent possible.
- Per the safety plan of the victim, schedule changes and escorting to class are options that may be considered to ensure safety of all parties on campus. All decisions regarding the alleged perpetrator will be reviewed and discussed with the family.
- A plan of support should be created for the alleged perpetrator by appropriate school personnel. A designated support/check-in person who has a relationship with the student should be assigned. The support person could be: an administrator, special education coordinator, teacher, social worker/school counselor or another staff person. **(*The designated support person should not be the same person that is the support person for the victim due to ethical implications and to avoid a major conflict of interest.)**

***As in all cases, any legal documentation or court order will supersede any plan created by the district and need to be followed as they are written. If you have any questions, the school's leadership should reach out to district representatives to clarify any legal documentation or court orders that the campus/district receives.**



Bus Policy

KIPP Austin Public Schools will work with all families to provide transportation to school and home in the evenings, in accordance with KIPP Austin Public Schools transportation policy. Transportation is free and available for eligible students. Students are expected to ride the buses provided by the school in a responsible and respectable manner, always showing people outside of our school that the students who attend our school are polite, respectful, and responsible. KIPP Austin Public Schools reserves the right to change bus routes and modify bus stops as determined by ridership.

Although transportation provided by the school is free and available to all eligible students, it is a privilege and not a right. It is important for all bus riders and families to accept and acknowledge that this privilege will only be continued if their behavior on their school bus and at bus stops is reasonable and safe. All school rules and policies for suspension and expulsion apply to the bus. We explain to students that the bus is a "classroom on wheels," and students are expected to follow the rules and exhibit the same conduct that is expected of them at school. This philosophy and the policies and consequences below apply to all KIPP Austin students and families who have the privilege of using the bus for any KIPP Austin related purpose including field lessons and transportation related to athletic events.

Buses are equipped with a video monitoring system, which provides an additional measure of safety and security for all bus riders. KIPP and Apple, our bus company, have the exclusive right to use the video as deemed necessary. Consistent with law, only authorized Apple and KIPP Austin Public Schools officials are allowed to load, unload, and view tapes.

Students and families who choose to engage in unacceptable behaviors on or around a school bus create an unacceptable risk for themselves as well as other students, the bus driver, the motoring public, and pedestrians. Students should be aware that all of the rules are applicable to their conduct and actions while riding school-provided transportation. By acknowledging receipt of this handbook, KAPS students and families are acknowledging that they understand and will abide by the rules and expectations listed below.

Bus rules, expectations, and consequences for various offenses on a school bus are outlined below. These are in addition to and work in conjunction with all rules applicable on KIPP campuses and/or at school events.

- o Observe the same conduct rules as you would in the classroom while riding a school bus (Classroom on Wheels).
- o Be at your bus stop at least 10 minutes before the scheduled arrival time for the bus.
- o Board the bus safely, quickly, and efficiently. Be ready to board as the bus pulls up to the stop; do not wait in cars until the bus is about to leave.
- o Be respectful of neighbors to bus stops. We use many common public spaces and you are representing KIPP at all times.
- o Never block a bus with your car if you are late to a stop. In addition to putting students in danger, this is illegal (for families dropping students off at the bus stop).
- o Do not engage in inappropriate or disruptive behavior at your bus stop.
- o Do not run towards the bus upon its arrival at the stop.
- o Use appropriate language and be courteous to your bus driver and other passengers.
- o Use of electronics including iPods and cell phones is prohibited.
- o Do not eat, drink, chew gum or smoke while on the bus.
- o Do not leave papers, trash, or other objects on the floor or seats of the bus
- o Throwing objects in the bus, out of a window, or littering the bus is prohibited.



- o Sit in your assigned seat and remain seated at all times until you are at your final destination.
- o Obey the directions of the bus driver.
- o Keep your hands, feet, and head inside of the bus at all times.
- o Respect property (e.g. bus seats, etc.)
- o Inappropriate gestures or comments to passing motorists or others outside of the school bus are not allowed.
- o Any combination of infractions may lead to a consequence at a higher level according to the principal's discretion

TIER I OFFENSES	TIER II OFFENSES	TIER III OFFENSES
<ul style="list-style-type: none"> ● Excessive noise ● Use of electronics including iPods and cell phones ● Horseplay ● Eating/Drinking/Chewing Gum ● Littering ● Standing while bus is moving without permission ● Not sitting in assigned seat ● Not following bus driver's directions ● Inappropriate or disruptive behavior at a bus stop ● Other behaviors that disrupt the normal operation of the bus. 	<ul style="list-style-type: none"> ● Hanging out of windows with any part of the body ● Throwing/shooting any object in or out of the bus ● Bullying, threatening, or harassing any person on the bus or at a stop ● Profanity, verbal abuse, harassment, inappropriate gestures ● Vandalism to the bus or bus related equipment ● Pushing or shoving ● Threats of possession of a weapon, explosive, or flammables. ● Unauthorized entering or leaving the bus through an emergency exit/window ● Engage in conduct sexual in nature 	<ul style="list-style-type: none"> ● Possession or use of tobacco or any controlled substance ● Lighting matches, lighters, or any other flammable objects or substance. ● Possession of a weapon, explosive, or flammables. ● Physical or aggressive acts such as punching, kicking, or hitting that maliciously impact another student's safety. ● Other offenses and behaviors which jeopardize the safety of the bus driver, other students, etc.

School Bus Consequences

Level	1 st Offense	2 nd Offense	3 rd Offense	4 th Offense	5 th Offense
Tier I	Warning	1 – 5 days Suspension	5 – 10 day Suspension & required parent conference	30 day Suspension & required parent conference	Suspension of time determined by principal up to loss of bus privileges for one calendar year from date of suspension & required parent conference.
Tier II	1 – 5 day Suspension	5 – 10 day Suspension & required parent	10 – 15 day Suspension & required parent	30 day Suspension &	Suspension of time determined by principal up to loss of bus privileges for



		conference	conference	required parent conference	one calendar year from date of suspension & required parent conference.
Tier III	Minimum 30 day Suspension & required parent conference	Suspension of time determined by principal up to loss of bus privileges for one calendar year from date of suspension & required parent conference.			

- For KIPP Austin middle and high school students, each suspension goes into effect immediately
- For KIPP Austin middle and high school students, suspension is an entire bus riding cycle (morning and afternoon routes) in a 24 hour period. If a student is suspended after the morning ride for one day, this includes the ride home that day plus a full day the following day.
- For KIPP Austin elementary students, the school principal determines the date and time the suspension goes into effect and the length of the suspension (i.e. both morning and afternoon routes or one route only) except in the case of Tier III offenses for which suspension goes into effect immediately.
- Enforcement of disciplinary action is at the discretion of each school. The tiered offenses and associated consequences listed above are regional guidelines. They are documented here to give students and families a general idea of what to expect when expectations are not met.

Suspension and Expulsion Policies

Students will be able to withdraw from KIPP Austin Public Schools at any point in time and return to their local zoned public school or any other school to which they can gain admissions.

KIPP Austin Public Schools will look to the Commitment to Excellence as a guideline for in-class disciplinary action, suspension, or expulsion of students. In-class disciplinary actions will include, but are not limited to:

- Detention during lunch;
- Mandatory homework study hall after school;
- Time-out;
- Loss of incentives and field lessons; and

In addition, students may be subject to any of the disciplinary actions listed below if it is determined that they committed any of the infractions listed below and/or listed in the Commitment to Excellence.

A student may be suspended and/or expelled for serious infractions. Misbehaviors in violation of the Student Code of Conduct not otherwise constituting an expellable offense may become a serious infraction subject to expulsion and/or suspension when the misbehavior is so persistent that, in cumulative effect, it is significantly disruptive of the educational process. The decision to expel shall be based on an assessment of the facts and circumstances of each case.



Relevant factors, without prioritization, include, but are not limited to, the seriousness of the misconduct, the student's age, grade level, history of prior misconduct, health and safety issues, and disruptive effects upon the educational process.

The above-mentioned "suspension" and "expulsion" will be considered to mean the following:

- o "In School Suspensions" shall refer to the removal of a student from the classroom for disciplinary reasons for a period of three or fewer days.
- o "Suspensions" shall refer to the removal of a student from school for disciplinary reasons for a period of three or fewer days.
- o "Expulsions" shall refer to the permanent removal of a student from school for disciplinary reasons.

Suspensions

A student who is determined to have broken the Commitment to Excellence, Code of Conduct, or has committed any of the infractions listed below shall be subject minimally to a one day suspension, unless the Principal determines that an exception should be made based on the individual circumstances of the incident and the student's disciplinary record. Depending upon the severity of the infraction, the student may be subject to a multi-day suspension, expulsion, or referral to the appropriate law enforcement agencies.

Examples of disciplinary infractions for suspensions and expulsions include, but are not limited to the following:

- o Trespass on school property.
- o Vandalize school property causing minor damage.
- o Vandalize school property causing major damage.
- o Abuse school property or equipment.
- o Possessing or using matches or a lighter, except as part of an instructional program;
- o Starting or building a fire on school grounds or at a school-sponsored event, except as part of an instructional program;
- o Commit, or attempt to commit arson on school property.
- o Attempt to assault or assault any student or staff member.
- o Intentionally causes physical injury to another person, except when student's actions are reasonably necessary to protect himself or herself from injury.
- o Use obscene or abusive language or gestures.
- o Engage in acts of verbal or physical sexual harassment and/or sexual assault.
- o Endanger the physical safety of another by the use of force or threats of force, which reasonably places the victim in fear of imminent bodily injury.
- o Possess, use, attempt to use, or transfer of any firearm, bb gun, knife, razor blade, explosive, mace, tear gas, ammunition, explosives, or other dangerous object of no reasonable use to the student in school, or any other prohibited weapon as defined by Texas Penal Code Section 46.01, including an improvised explosive device.*
- o Engage in conduct that disrupts school or classroom activity or endanger or threaten to endanger the health, safety, welfare, or morals of others.
- o Activities outside of school that would qualify as harassment, including cyberbullying such as inappropriate use of email and social networking sites (e.g. Facebook, Twitter, etc.) that create or may create a substantial disruption in school



- o Engage in conduct sexual in nature
- o Engaging in inappropriate physical or sexual conduct
- o Bullying including cyberbullying
- o Engaging in conduct that constitutes sexual harassment, whether the conduct is by word, gesture, or any other sexual conduct, including requests for sexual favors;
- o Possessing or distributing pornographic material; or lewd visual material depicting a child;
- o Engage in insubordination (*i.e.*, failing to comply with lawful directives given by school personnel)
- o Leaving school grounds or school-sponsored events without permission of an appropriate school official;
- o Refuse to identify him/herself to school personnel.
- o Fail to complete assignments, carry out directions, or comply with disciplinary sanctions.
- o Cheat on quizzes, exams, or commit plagiarism.
- o Use forged notes or excuses.
- o Steal, or attempt to steal, or possess property known by the student to be stolen.
- o Commit extortion.
- o Engage in gambling.
- o Make a false bomb threat or pull a false emergency alarm.
- o Possess or involvement with gang-related writing, tagging and/or paraphernalia
- o Possess electronic devices not being used for instructional purposes.
- o Wear inappropriate, insufficient, or disruptive clothing or attire, or violate the KIPP Austin Public Schools Student Dress Code.
- o Possess tobacco, alcohol, or a controlled substance
- o Sell, distribute, use, and/or be under the influence of any alcoholic beverage, controlled substance, imitation controlled substance, medications available with a prescription and not intended for use/user, marijuana, or tobacco/tobacco-like products (including e-cigarettes or cigarette-like products) on school property or at school-sponsored events.
- o Possessing, selling, using, or distributing medications that are available without a prescription in a manner that is not consistent with the medicine's intended use as indicated on the manufacturer's label, or with school rules concerning the handling of such medications;
- o Possessing distributing, or selling drug paraphernalia
- o Commit any other act that school officials reasonably conclude disrupts the learning environment of the school.
- o Repeatedly commit minor behavioral infractions which, in aggregate, may be considered an infraction' subject to formal disciplinary action.
- o Violation of the Commitment to Excellence

* The Federal Gun-Free Schools Act of 1994, which applies to public schools, states that a student who is determined to have brought a weapon to school must be suspended for at least one calendar year. School administrators, however, may modify this suspension requirement on a class-by-class basis. Weapon as used in this law means "firearm," as defined by 18 USC §3214(3) (d) effectuates this federal law.



Procedures for a Suspension

In addition to the above list of Code of Conduct violations, the Principal or designee has the authority to suspend a student out of school for a period of up to three (3) school days (there is no limit on In School Suspension) for any of the following additional reasons:

- The need to further investigate an incident;
- A recommendation to expel the student; or
- An emergency constituting endangerment to health or safety.

Prerequisites to Suspension

Prior to suspending a student, the Principal or designee must hold an informal conference with the student and family to:

- Notify the student of the accusations against him/her;
- Allow the student to relate his/her version of the incident; and
- Determine whether the student's conduct warrants suspension.

Notification to Parents/Guardians

If the Principal or designee determines the student's conduct warrants suspension during the school day, the Principal or designee will make reasonable effort to notify the student's parents/guardians that the student has been suspended before the student is sent home. The Principal or designee will notify a suspended student's parents/guardians of the period of suspension, the grounds for the suspension, and the time and place for an opportunity to confer with the Principal.

Credit During Suspension

A student shall receive credit for work missed during the period of suspension if the student makes up work missed during the period of suspension within the same number of school days the student was absent on suspension.

Alternative Instruction

Students who are suspended will be provided with alternative instruction. Arrangements will be made between the school and each individual family for the delivery of services, pick-up/delivery of work, and the making up of any missed assignments and classroom instructional support. All IDEA mandates will be followed for students with disabilities.

Procedures for an Expulsion

Notice

When the Principal determines that a student's conduct warrants expulsion, but prior to taking any expulsion action, the Principal will provide the student's parents/guardians and the Superintendent with written notice of:

- The reasons for the proposed expulsion; and
- The date and location for a hearing before the Superintendent, within five (5) school days from the date of the expulsion.

The notice shall further state that, at the hearing, the student:



- o may be present;
- o shall have an opportunity to present evidence and cross-examine witnesses;
- o shall be apprised and informed of the school's evidence;
- o may be accompanied by his/her parents/guardians; and
- o may be represented by an attorney.

Hearing Before Superintendent

The school shall make a good faith effort to inform the student and the student's parents/guardians of the time and place for the hearing, and the school shall hold the hearing regardless of whether the student, the student's parents/guardians, or another adult representing the student attends. The Principal shall audio record or transcribe the hearing.

As soon as possible following the hearing on expulsion, the Superintendent will notify the student and the student's parents/guardians in writing of his/her decision. The decision shall specify:

- o The length of the expulsion, if any;
- o When the expulsion is not permanent, the procedures for re-admittance at the end of the expulsion period; and
- o The right to appeal the Superintendent's decision to the Board of Directors.

The notice shall also state that failure to timely request such a hearing constitutes a waiver of further rights in the matter.

The expulsion does not take effect until the superintendent has made a ruling at the hearing. If the family chooses to appeal the decision to the Board of Directors, the expulsion will remain in effect during this time.

Appeal to Board of Directors

The student or his/her parents/guardians may appeal the Superintendent's decision to the Board of Directors by notifying the Superintendent in writing within three (3) calendar days of the date of receipt of the Superintendent's decision. A select committee of the Board will review the audio or transcribed record from the hearing before the Principal at the next regularly scheduled Board meeting, or at the discretion of the Board, at a specially called meeting. The Board will notify the student and his/her parents/guardians of its decision, in writing, within three (3) calendar days of the hearing.

Discipline consequences will not be deferred pending the outcome of an appeal of an expulsion to the Board of Directors.

No Credit Earned

Except when required by law, students will not earn academic credit during a period of expulsion.

Due Process Procedures

Students with disabilities have the same rights and responsibilities as other students, and may be disciplined for the same behavioral offenses listed above. If a student with a disability has an IEP that includes disciplinary guidelines, then



that student will be disciplined according to those guidelines as required by IDEA. Students for whom the IEP does not include specific disciplinary guidelines may be disciplined in accordance with the standard school policy listed above and in accordance with the requirements of the IDEA.



CONTRACT
FOR RENEWAL
OF
OPEN-ENROLLMENT CHARTER

THIS AGREEMENT, made this 1st day of July, 2018, is executed between the Texas Education Agency ("Agency"), the authority, and KIPP Texas, Inc. ("Charter Holder") to operate KIPP Texas Public Schools, f/k/a KIPP Austin Public Schools, a Generation Nine Open-Enrollment Charter School.

THE PURPOSE of this agreement is to renew terms and conditions between the Agency and the Charter Holder. 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 or the Commissioner 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 or the Commissioner 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) 227-820. The Charter School is part of the public school system of Texas and shall operate as a public "Charter School" within the meaning of 20 U.S.C. § 8066.

"Request for Application" shall refer to all documents approved and published as the Request for Application (RFA) 701-03-003.

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

Article II. The Charter. This contract hereby renews the Charter for KIPP Texas Public Schools under Subchapter D, Chapter 12, of the Texas Education Code (TEC). The terms of the Charter shall include: (a) this renewal contract; (b) the original contract for charter, as signed by the

Charter Holder and the chair of the State Board of Education; (c) applicable law or Administrative rule in effect, amended, enacted or adopted during the term of the contract; (d) Request for Application; (e) any condition, amendment, modification, revision, or other change to the Charter adopted or ratified by the authorizing entity, including any prior renewal documents with revisions based on contingency responses; (f) final renewal application received in January 2018, including any revisions required by the Agency to the Charter made during the renewal process; and (g) all statements, assurances, commitments and representations made by Charter Holder in the original Charter Application and Renewal Application, attachments or related documents, to the extent consistent with the aforementioned (a) through (f).

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

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

Article IV. Term of Charter. The Renewal Term for the Charter shall be for a period of ten (10) years beginning August 1, 2018. The Charter shall automatically expire on July 31, 2028, 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, 2028. No Renewal of Term shall exceed ten (10) years.

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

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

STUDENTS

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

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

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

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

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

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

FINANCIAL MANAGEMENT

Article XIV. Financial Management and Accountability. Charter Holder shall satisfy (a) Chapter 39 Subchapter D; and (b) Chapter 12, §§12.104, 12.106, 12.107, 12.111, and 12.128 of the Texas Education Code, and (c) related Administrative rules regarding financial management accountability.

Article XV. Annual Audit. Charter Holder shall at its own expense have the financial and programmatic operations of the Charter School independently audited annually by a certified public accountant holding a valid permit that is void of a limited scope sanction from the Texas State Board of Public Accountancy with membership in the American Institute of Certified Public Accounting's Governmental Audit Quality Center. Charter Holder shall file a copy of the annual audit report, approved by Charter Holder, with the Agency not later than the 150th day after the end of the fiscal year for which the audit was made. The audit must comply with Generally Accepted Auditing Standards and must include an audit of the accuracy of the fiscal information provided by the Charter School through PEIMS. Financial statements in the audit must comply with Government Auditing Standards and the Office of Management and Budget Circular A-133.

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

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

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

GOVERNANCE AND OPERATIONS

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

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

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

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

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

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

the following: as defined in Chapter 100, Texas Administrative Code (a) campus; and (b) facility; and (c) site that is procured by state and(or) federal funding.

Charter Holder affirms that it shall govern and maintain operations in all facilities throughout the entire Renewal Term. The term 'operations' under this Article shall constitute an open facility that is currently serving lawfully enrolled students. Without prior approval by the Commissioner, failure to comply under this article shall constitute a material violation.

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

THIS AGREEMENT

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

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

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

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

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

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

Article XXX. Laws and Rules Applicable. By executing this contract, the undersigned representatives of Charter Holder represent that they have read and understand the rules adopted by the Commissioner pursuant to Texas Education Code Chapter 12, Subchapter D and that they have had full opportunity to consult with their own legal counsel concerning said rules prior to

executing this Agreement. The undersigned representatives further understand and agree that: (a) this contract is contingent upon legislative authorization and the contract and the funding under it may be modified or even terminated by future legislative act; (b) the terms of this contract, and of the Renewed Open-Enrollment Charter created by this contract, include all applicable state and federal laws and all applicable rules and regulations; (c) state and federal laws, rules, and regulations may be adopted, amended or repealed from time to time; (d) all such changes to state and federal laws, rules, and regulations applicable to Charter Holder or to its Charter School may modify this contract, as of the effective date provided in the law, rule, or regulation; and (e) a contract term that conflicts with any state or federal law, rule, or regulation is superseded by the law, rule, or regulation to the extent that the law, rule, or regulation conflicts with the contract term.

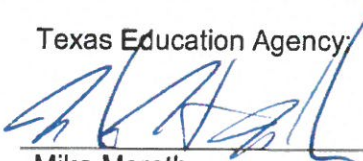
Notwithstanding the granting of this renewal, it is understood by the parties, that the Charter continues to be subject to future actions by the Commissioner including, but not limited to, possible revocation under TEC §12.115(c).

Article XXXI. Eligibility and Authority. By executing this contract, Charter Holder represents that it is an "eligible entity" within the meaning of §12.101(a) of the Texas Education Code, and it is understood by all parties that if the Charter Holder loses its 501(c)(3) tax exempt status at any time through action of the Internal Revenue Service for any reason or any other action which renders the Charter Holder no longer an "eligible entity" within the meaning of TEC §12.101(a), the charter contract shall be rendered null and void, and it shall automatically return without any further action having to be taken by the Commissioner. Subsequent reinstatement of the 501(c)(3) tax exempt status does not reinstate the Charter.

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

Entered into this 1st day of July 2018.

Texas Education Agency:



Mike Morath
Commissioner of Education

7/12/18
Date

Sponsoring Entity:


Mr. Bill Boyar
Board President

7/17/2018
Date


Ms. Sehba Ali
CEO

7/17/2018
Date