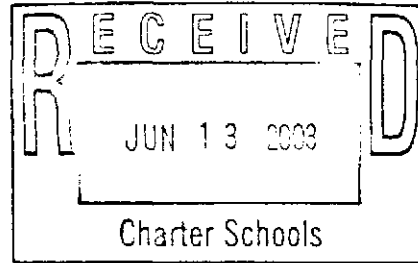


KIPP:Houston

There are no shortcuts.

June 11, 2003

Ms. Ertha Patrick
Charter School Division
Texas Education Agency
1701 N. Congress Ave.
Austin, Texas 78701



Dear Ertha,

Thank you for your help over the past year in putting all this information together for our charter renewal.

We have revised the original application, as requested, to reflect the changes made during the evaluation process. Please find enclosed the revised application, revised attachment, and a diskette containing these files.

If you need any additional information, please don't hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Catherine North".

Catherine North
Secretary, KIPP, Inc.
Director of Development, KIPP Academy

Enclosures

**Open-Enrollment Charter School Renewal Application
Generation Two – Fast-Track/Abbreviated**

Part 1. Charter Update

Charter Holder Name: KIPP, Inc.
(i.e., nonprofit organization, institution of higher learning, or governmental entity)

Charter School Name: KIPP Academy

Charter School County/District #: 101-813

Campus Name(s)	County/District/Campus #
KIPP Academy	101-813-001
KIPP: Austin College Prep	101-813-003

Section I. Maximum Enrollment, Grades Served, and Geographic Boundaries

In the spaces below, please list the maximum enrollment, the grades the charter school serves (indicating if there is an approved GED program), and the geographic boundaries.

A. Maximum Enrollment: 1800

B. Grades Served: currently 5-9

Approved GED Program: YES NO

C. Geographic Boundaries (School Districts): Greater Houston area: Houston ISD, Aldine ISD, Alief ISD, Pasadena ISD, Fort Bend ISD, Channelview ISD, Cypress Fairbank ISD, North Forest ISD, Galena Park ISD, Sheldon ISD, Spring ISD, Spring Branch ISD; and Greater Austin area: Austin ISD, Del Valle ISD, Round Rock ISD, and Pflugerville ISD

Section II. Governance Structure and Procedures

Review *TEC, Sec. 12.121* and *19 TAC Chapter 100, Division 5 (Charter School Governance)*, which lists, among other things, powers and duties that must be exercised by the governing body of the charter holder and nepotism and conflict of interest prohibitions and exceptions.

Where indicated, list all relatives of the members of the Governing Body of the Charter Holder, of the Governing Body of the Charter School, and of the Officers of the Charter School within the *third degree of consanguinity or affinity*. These include your spouse and the following relations to you and to your spouse: parents, children, grandchildren, siblings, grandparents, great-grandparents, nieces, nephews, aunts, uncles, and great-grandchildren.

A. Governing Body of Charter Holder

1. In the spaces below please list the names of the members of the governing body of the charter holder, the offices held, any board members relative within the third degree of consanguinity or affinity (see definition above), and any compensation or remuneration from the charter holder or charter school received by the board members.

Board Member Name	Office Held	Relative(s) Within the Third Degree of Consanguinity or Affinity Who are Also Serving on the Board	Board Member Compensation or Remuneration Per Year
Laurie Bieber	Board Member	None	0
Sharon Bush	Board Member	None	0
Phyllis Childress	Vice Chair of the Board	None	0
Francis J. Coleman	Board Member	None	0
David Doll	Board Member	None	0
Denise Duvernay	Board Member	None	0
Ted L. Estess	Board Member	None	0
Kathryn Hooper	Board Member	None	0
Barbara Hurwitz	Board Member	Shawn Hurwitz, Son	0
Shawn Hurwitz	Chair of the Board	Barbara Hurwitz, Mother	0
Ann Johnson	Board Secretary	None	0
Kenneth Katz	Board Member	Karol Musher, Aunt	0
Harvin Moore, IV	Board Treasurer	None	0
Shannon Moore	Board Member	None	0
Karol Musher	Board Member	Kenneth Katz, Nephew	0

2. Will any relative of the board member within the third degree of consanguinity or affinity (see definition above) be employed by or receive any compensation or remuneration from the charter holder or the charter school? If yes, provide details in the space provided below. YES NO

3. Will any board member's spouse or any of the spouse's relatives within the third degree of consanguinity or affinity (see definition on page 3) be employed by or receive any compensation or remuneration from the charter holder or charter school? If yes, provide details in the space provided below. YES NO

4. Will any person who is a relative within the third degree of consanguinity or affinity (see definition on page 3) of a charter school officer (i.e., a person charged with the duties of, or acting as, a chief executive officer, a central administrator, a campus administration officer, or a business manager) be employed by or receive any compensation or remuneration from the charter holder or charter school? If yes, provide details in the space provided below. YES NO

B. Governing Body of Charter School

1. If the governance structure includes more than one board (i.e., a governing body that is separate from the governing body of the charter holder), in the spaces below please list the names of the members of the governing body of the charter school, the offices held, any relative of a board member within the third degree of consanguinity or affinity (see definition on page 3), and any compensation or remuneration from the charter holder or charter school received by the board members.

Renewal Application

Board Member Name	Office Held	Relative(s) Within the Third Degree of Consanguinity or Affinity Who are Also Serving on the Board	Board Member Compensation or Remuneration Per Year

2. Will any relative of a board member within the third degree of consanguinity or affinity (see definition on page 3) be employed by or receive any compensation or remuneration from the charter holder or the charter school? If yes, provide details in space provided below. YES NO

3. Will any board member's spouse or any of the spouse's relatives within the third degree of consanguinity or affinity (see definition on page 3) be employed by or receive any compensation or remuneration from the charter holder or charter school? If yes, provide details in the space provided below. YES NO

C. Roles and Responsibilities of Governing Bodies

Describe the roles and responsibilities of both the charter holder and charter school governing bodies. If this represents a change from the governance structure currently on file with the Agency, please indicate that it is a change and describe the difference from the previous structure.

The KIPP, Inc. Board is the governing body of both the charter holder and KIPP Academy. KIPP, Inc. is also the sole membership of the Austin College Prep, Inc., which oversees the operations of the Austin College Prep campus. KIPP, Inc. utilizes this system so that KIPP, Inc. has ultimate control over operations of both campuses but allows a layer for local oversight and leadership in Austin as well. This system is consistent with the manner in which KIPP, Inc. oversaw operations at YES College Prep before YES obtained its own charter.

Michael Feinberg, founding member of KIPP, Inc., will serve as the Chief Operating Officer and Superintendent of KIPP, Inc. In this capacity, Feinberg will serve as the charter contact between KIPP Inc., and TEA. The KIPP, Inc. Officers and Board of Directors are charged with ensuring that both campuses adhere to Texas Education Code (TEC) and meet their own respective accountability measures.

The Officers will be Mike Feinberg, Superintendent; Elliott Witney, Principal; Jill Kolasinski, Principal; Catherine North, Secretary; and Orlando Flores, Treasurer. Each Principal is responsible for coordinating the overall administration, daily educational programming, staffing, budget allocations, special projects, and communication with staff members, parents, and community members for their respective campuses. Each principal will make a report to the Board of Directors on these responsibilities at the Board meetings, which are held every other month. In addition to the Board Meetings, the Board has a Finance Committee, an Academics Committee, a Nomination/Board Governance Committee, and a Development Committee which meet twice between each Board meeting, and the officers prepare reports for these committee meetings, as well. Reports will include evidence of achieving specified accountability measures and fiscal audit information.

The KIPP, Inc. Board of Directors are empowered to:

- Appoint a principal to each campus to serve as leader of the campus;
- Approve employment and termination of all personnel - instructional as well as non-instructional;
- Ensure that each campus adheres to the goals outlined in this charter, as well as TEC guidelines;
- Hold each principal accountable for the academic and fiscal responsibility of the school; and
- Provide support to each campus for additional fund-raising, marketing, and other services as needs arise.

The KIPP Academy and Austin College Prep Principals are empowered to:

- Submit all personnel recommendations to the KIPP, Inc. Board of Directors;
- Manage and evaluate instructional and non-instructional staff;
- Maintain campus budget records; and
- Write and sign all campus checks, as allowable, according to the internal controls policies

This structure represents a slight change from the governance structure at the time of the original charter application due to the fact that YES College Prep has since received its own charter and that Austin College Prep has been recently opened. However, the mechanisms in place for oversight are consistent.

Pursuant to the Amended and Restated Articles of Incorporation of Austin College Prep, effective September 25, 2002, KIPP, Inc. is its sole member. Among other things, KIPP, Inc. has the authority to veto any election of the Board of Directors of Austin College Prep. The School Director of the Austin College Prep campus reports to the KIPP, Inc Board Finance and Education committees, as well as to the entire KIPP, Inc Board at each meeting. This structure, which essentially makes Austin College Prep a subsidiary of KIPP, Inc., was specifically recommended by the Legal Services Division of TEA.

D. Organizational Chart, Criminal History Records, Biographical Affidavit

- Submit an organizational chart. Include this document as **Attachment 1, Organizational Chart**.
- Submit a criminal history record for each board member. Include these documents as **Attachment 2, Criminal History Records for Board Members**.
- Submit a biographical affidavit for each board member. Include these documents as **Attachment 3, Board Member Biographical Affidavit**.

Section III. Teacher Qualifications

In the space provided, describe the qualifications required for all classroom teachers and other instructional staff. If this represents a change from the charter application on file with the Agency or approved amendments, please indicate that it is a change and describe the difference from the previous requirement.

All core academic and subject area teachers are required to meet the following minimum qualifications: a Bachelor's degree, excellent oral and written communication skills, a passion for teaching that(those) subject(s), and demonstrated competency in each of the subject areas in which they teach. The staff of KIPP, Inc. must meet all minimum requirements imposed by applicable state and federal law.

Other instructional staff are required to meet the following minimum qualifications: strong knowledge of subject matter and a passion for teaching it, an Associate's degree or equivalent academic experience, and excellent oral and written communication skills.

All special education service providers (teachers, consultants, etc.) are appropriately certified or licensed in the area of assignment.

Section IV. Code of Conduct

In the space provided, describe the methods used to inform parents and students about school rules and guidelines governing student behavior. Include policies regarding student expulsion and suspension and procedures that satisfy due process requirements.

During the student enrollment process, school staff visit the home of each student whose name was drawn in the lottery. At these visits, the students and parents are fully informed of the school's mission and expectations. Families - including parents and students - are informed in detail, with samples when appropriate, of the expectations for behavior.

New parents are instructed in a variety of different school procedures, rules, and regulations through parent workshops put on by our KIPP Parent Association at the beginning of the year. Policies regarding student expulsion and suspension, as well as due process, are documented in the Student/Family Handbook that is delivered and explained in more detail to families during the yearly Open House. If any changes in student expectations (e.g. Individual Learning Plan) occur, students' families are informed through parent conferences, weekly progress reports, and any other possible means to ensure that students stay on track.

The Code of Conduct is not unilaterally applied to all students. Student ARD committees address the behavioral needs for students with disabilities for whom the Code is inappropriate. Discipline for students eligible for special education services is consistent with §300.121(d); §300.522; and §37.004.

Section V. Complaints

In the space provided, describe the methods used to inform parents, students, and employees about the procedures for receiving and responding to complaints. (Note: Under 19 TAC § 100.1101(e), the governing body of a charter holder shall not delegate final authority to hear or decide employee grievances, citizen complaints, or parental concerns.)

KIPP informs parents, students, and employees about the procedures for receiving and responding to complaints through the Family/Student Handbook. Procedures are documented in this Handbook. In addition, all students and parents have the home and cell phone numbers of all teachers and administrators. This accessibility allows them to easily call for more information or clarification, or to voice their concerns.

Section VI. Admissions Policy

In the space provided, describe the timeline used for admitting students, including the application deadline and the process for the admission of students by lottery. (Although state law permits students to be accepted on a first come, first served basis or through a lottery, **a charter school that is oversubscribed must use a lottery to be eligible to receive federal funds.**)

Beginning in January of a given year, the new student waiting list for the lottery is opened. If families inquire about space in the school year before January, we inform them about the January date for the beginning of our open enrollment period and ask them to call or visit the school at that time. No names are carried over from the previous year's list. All families who inquire about space for the following school year by phone or in person are asked to sign up on the current year's waiting list. Students who are currently enrolled in the school do not need to reapply – it is assumed that they will remain in the school unless the school receives notice otherwise from the parent or guardian. Names are taken until mid-February. The lottery drawing takes place in March, at which point teachers and staff visit the homes of the students whose names were drawn, offering those parents and children the opportunity to sign the Commitment To Excellence Form and enroll in the school. Only returning students and their siblings are exempt from the lottery. Students whose names were not drawn are placed in the school's waiting pool, and if space opens up that spring after the late March drawing, additional names are drawn to fill those spaces.

Home visits in the enrollment process are in no way evaluations or interviews on the part of the school. They do not result in discrimination against or "counseling out" students with disabilities.

KIPP, Inc. does not discriminate in admissions on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend.

Section VII. Student Performance Goals

In the spaces provided below, identify the school's academic goals for student learning for the next five years in terms of AEIS *base* and *additional* indicators and *other relevant performance information*.

Some accountability standards and criteria for 2004 and 2005 are available in the 2002 Accountability Manual, which is available at www.tea.state.tx.us/perfreport/account/2002/manual. TAKS passing standards for Exemplary and Recognized are the same as in 2002. Rating criteria and standards have not yet been determined beyond 2002 for completion rate, dropout rate, the State-Developed Alternative Assessment (SDAA), and the Academically Acceptable/Acceptable rating.

A. AEIS Base Indicators

Describe student performance goals in terms of AEIS *base* indicators (i.e., TAAS scores and dropout rates). Be specific about indicators such as percentage of students passing exams and annual dropout rates.

Note: Campuses rated under the Alternative Education Accountability system may also have student attendance and Texas Learning Index (TLI) growth as base indicators.

Our baseline goals are that 90% of our students pass all parts of the TAAS or TAKS, with at least 75% of our students mastering all objectives and receiving Academic Recognition, and that no more than 10% of our students leave our schools.

For all students with disabilities, the student's ARD committee determines, on an individualized basis, the appropriate statewide assessment.

B. AEIS Additional Indicators

Describe student performance goals in terms of AEIS *additional* indicators (i.e., attendance rates, 4-year completion rate, college admissions testing, and participation in the recommended high school program). Be specific about indicators such as average Texas Learning Index (TLI) growth, year-to-year progress, and accountability ratings.

Note: Campuses rated under the Alternative Education Accountability system may also have campus-selected additional indicators.

We intend to have an attendance rate greater than 97%. Our goal is that our TLI grow at an average of 0.5 or greater every year. In addition, KIPP, Inc. schools plan to send at least 95% of its departing 8th graders to rigorous college-preparatory high schools.

For all students with disabilities, the student's ARD committee determines, on an individualized basis, the appropriate statewide assessment.

C. Other Relevant Performance Goals

Describe other relevant student performance goals that may be unique to your school.

Along with the criterion-referenced state test, we intend to give the Stanford 9 test in all subject areas each Spring. The standard we strive to achieve is having each student score in 75th percentile or above for the National Average in Reading and Mathematics, or that the student's score increase 5 percentile points, if the prior year's score was over 50th percentile, or 10 percentile points if the prior year's score was less than 50th percentile. Moreover, our goal is that at least 95% of our students, when they leave us after 8th grade, will attend rigorous college-preparatory high schools, such that four years after leaving KIPP they will be qualified to attend the college or university of their choice.

For all students with disabilities, the student's ARD committee determines, on an individualized basis, the appropriate statewide assessment.

Section VIII. Monitoring Follow-Up

Discuss improvements made and other actions taken to address any and all findings, recommendations, or sanctions by TEA including those resulting from monitoring on-site visits or hearings. Provide specific information about compliance status with all special program indicators, including corrective action plans for bilingual and special education programs, and about PAS/DAS risk levels.

TEA made two findings during the 2001 DEC audit of KIPP Academy. The first was regarding insufficient evidence that adaptive behavior was considered for one of the special education students. The second was regarding insufficient documentation of time spent on special education consult time on a student's ARD/IEP report. In Attachment 7 you will find a copy of the report from TEA, the corrective action plans for both findings, and documentation demonstrating that the corrective actions were taken. All staff and consultants involved in special education have been, and are still, carefully documenting their time spent on these matters.

Currently all students at KIPP are in mainstream education with appropriate modifications.

No other findings or citations have been made against KIPP Academy.

Part 2. Special Needs Students/Programs

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

Section IX. IDEA Key Components

Describe **IN DETAIL** (in the order requested and in the space provided below) how the charter school accommodates students with disabilities in the SPECIAL EDUCATION program according to the Individuals with Disabilities Education Act (IDEA), the Texas Education Code, the State Board of Education rules, and the Commissioner's rules (SEE, Key Components).

Please **DO NOT SEND** a copy of the charter school's special education policies and procedures. This will only delay the review by a second request to submit the information as requested.

The Texas Side-by-Side is available online to assist the application process:
<http://www.tea.state.tx.us/special.ed/rules/sbs.html>.

IDEA Key Components

A. Child Find (34 CFR 300.125)

Child Find posters and brochures are prominently displayed in the foyer of the Administrative Office and in the Administrative Annex at KIPP Academy and the Main Office at KIPP Austin College Prep. The brochures are available in English, Spanish, and Vietnamese. In addition, photocopies of this brochure are distributed twice annually to all KIPP parents (in the appropriate language for each family) in the form of a ticket including school contact information if anyone in the community seeks referral services.

KIPP enrolls students in grades 5-9. However, KIPP has referral procedures for children not enrolled in school, youth under 21 years of age, and ECI referrals for children under the age of three. If the referral committee determines that an evaluation is warranted, then KIPP contacts the appropriate assessment personnel needed for the evaluation. The educational diagnostician is the case manager. The educational diagnostician in-services the campus staff once each school year on the referral process including a review of possible indicators of special education issues arising in individual students. The Child Study Team on each campus considers students in attendance at KIPP.

(a) General requirement.

(1) KIPP has in effect policies and procedures to ensure that—

- (i) Children with disabilities, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, and evaluated or referred for evaluation; and
- (ii) A practical method has developed and implemented to determine which children are currently receiving needed special education and related services.

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

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

(c) KIPP participates with ECI for activities for children from birth through age 2.

- (3) The use of an interagency agreement does not alter or diminish the responsibility of KIPP Inc. Charter School to ensure compliance with the requirements of this section.

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

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

§26.004. Access to Student Records.

At KIPP Inc Charter School, a parent is entitled to access to all written records of a school district concerning the parent's child, including:

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

§89.1050(f)(3) (Transfer of Records)

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

§300.127. Confidentiality of personally identifiable information.

(a) KIPP Inc Charter School has on file in detail the policies and procedures that it has undertaken to ensure protection of the confidentiality of any personally identifiable information, collected, used, or maintained under Part B of the Act.

§300.560. Definitions.

As used in §§300.560-300.577—

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

§300.561. Notice to parents.

- (a) KIPP Inc. Charter School gives notice that is adequate to fully inform parents about the requirements of §300.127, including—
 - (1) A description of the extent that the notice is given in the native languages of the various population groups in the State;
 - (2) A description of the children on whom personally identifiable information is maintained, the types of information sought, the methods the State intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information;
 - (3) A summary of the policies and procedures that participating agencies must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information; and
 - (4) A description of all of the rights of parents and children regarding this information, including the rights under the Family Educational Rights and Privacy Act of 1974 and implementing regulations in 34 CFR part 99.
- (b) Before any major identification, location, or evaluation activity, the notice must be published or announced in newspapers or other media, or both, with circulation adequate to notify parents throughout the State of the activity.

§300.562. Access rights.

(a) KIPP Inc. Charter School permits parents to inspect and review any education records relating to their children that are collected, maintained, or used by the school under this part. The school shall comply with a request without unnecessary delay and before any meeting regarding an IEP, or any hearing pursuant to §§300.507 and 300.521-300.528, and in no case more than 45 days after the request has been made.

(b) The right to inspect and review education records under this section includes—

- (1) The right to a response from the participating agency to reasonable requests for explanations and interpretations of the records;
 - (2) The right to request that the agency provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and
 - (3) The right to have a representative of the parent inspect and review the records.
- (c) An school may presume that the parent has authority to inspect and review records relating to his or her child unless the agency has been advised that the parent does not have the authority under applicable State law governing such matters as guardianship, separation, and divorce.

§300.563. Record of access.

KIPP Inc. Charter School keeps a record of parties obtaining access to education records collected, maintained, or used under Part B of the Act (except access by parents and authorized employees of the participating agency), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

§300.564. Records on more than one child.

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

§300.565. List of types and locations of information.

KIPP Inc. Charter School provides parents on request a list of the types and locations of education records collected, maintained, or used by the school.

§300.566. Fees.

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

§300.567. Amendment of records at parent's request.

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

§300.568. Opportunity for a hearing.

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

§300.569. Result of hearing.

- (a) If, as a result of the hearing, the school decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it shall amend the information accordingly and so inform the parent in writing.
- (b) If, as a result of the hearing, the school decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it shall inform the parent of the right to place in the records it maintains on the child a statement commenting on the information or setting forth any reasons for disagreeing with the decision of the agency.

(c) Any explanation placed in the records of the child under this section must—

- (1) Be maintained by the school as part of the records of the child as long as the record or contested portion is maintained by the agency; and
- (2) If the records of the child or the contested portion is disclosed by the school to any party, the explanation must also be disclosed to the party.

§300.570. Hearing procedures.

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

§300.571. Consent.

- (a) Except as to disclosures addressed in §300.529(b) for which parental consent is not required by Part 99, parental consent must be obtained before personally identifiable information is—
- (1) Disclosed to anyone other than officials of participating agencies collecting or using the information under this part, subject to paragraph (b) of this section; or
 - (2) Used for any purpose other than meeting a requirement of this part.

- (b) KIPP Inc. Charter School may not release information from education records to participating agencies without parental consent unless authorized to do so under part 99.
 - (c) KIPP Inc. Charter School provides policies and procedures that are used in the event that a parent refuses to provide consent under this section.
§300.572. Safeguards.
 - (a) KIPP Inc. Charter School protects the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.
 - (b) One official at each campus shall assume responsibility for ensuring the confidentiality of any personally identifiable information.
 - (c) All persons collecting or using personally identifiable information must receive training or instruction regarding the State's policies and procedures under §300.127 and 34 CFR part 99.
 - (d) KIPP Inc. Charter School maintains, for public inspection, a current listing of the names and positions of those employees within the agency who may have access to personally identifiable information.
§300.573. Destruction of information.
 - (a) KIPP Inc. Charter School informs parents when personally identifiable information collected, maintained, or used under this part is no longer needed to provide educational services to the child.
 - (b) The information must be destroyed at the request of the parents. However, a permanent record of a student's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation.
§300.574. Children's rights.
 - (a) KIPP Inc. Charter School provides policies and procedures regarding the extent to which children are afforded rights of privacy similar to those afforded to parents, taking into consideration the age of the child and type or severity of disability.
 - (b) Under the regulations for the Family Educational Rights and Privacy Act of 1974 (34 CFR 99.5(a)), the rights of parents regarding education records are transferred to the student at age 18.
 - (c) If the rights accorded to parents under Part B of the Act are transferred to a student who reaches the age of majority, consistent with §300.517, the rights regarding educational records in §§300.562-300.573 must also be transferred to the student. However, KIPP Inc. Charter School must provide any notice required under section 615 of the Act to the student and the parents.
- 34 CFR Part 99 (An assurance to abide by FERPA)

C. Procedural Safeguards (34 CFR 300.504)

- §300.504. Procedural safeguards notice.
- (a) General. A copy of the procedural safeguards available to the parents of a child with a disability is given to the parents, at a minimum—
 - (1) Upon initial referral for evaluation;
 - (2) Upon each notification of an IEP meeting;
 - (3) Upon reevaluation of the child; and
 - (4) Upon receipt of a request for due process under §300.507.
 - (b) Contents. The procedural safeguards notice must include a full explanation of all of the procedural safeguards available under §§300.403, 300.500-300.529, and 300.560-300.577, and the State complaint procedures available under §§300.660-300.662 relating to—
 - (1) Independent educational evaluation;
 - (2) Prior written notice;
 - (3) Parental consent;
 - (4) Access to educational records;
 - (5) Opportunity to present complaints to initiate due process hearings;
 - (6) The child's placement during pendency of due process proceedings;
 - (7) Procedures for students who are subject to placement in an interim alternative educational setting;
 - (8) Requirements for unilateral placement by parents of children in private schools at public expense;
 - (9) Mediation;
 - (10) Due process hearings, including requirements for disclosure of evaluation results and recommendations;
 - (11) State-level appeals (if applicable in that State);

- (12) Civil actions;
- (13) Attorneys' fees; and
- (14) The State complaint procedures under §§300.660-300.662, including a description of how to file a complaint and the timelines under those procedures.
- (c) Notice in understandable language. The notice required under paragraph (a) of this section must meet the requirements of §300.503(c).

D. Notice of admission, review & dismissal (ARD) committee meetings
(34 CFR 300.503; 34 CFR 300.345; TEC 26.0081; 19 TAC 89.1015; 19 TAC 89.1045)

§89.1015. Time Line for All Notices.

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

§300.503. Prior notice by the public agency; content of notice.

(a) Notice.

- (1) Written notice that meets the requirements of paragraph (b) of this section is given to the parents of a child with a disability a reasonable time before the school —
 - (i) Proposes to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child; or
 - (ii) Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child.
- (2) If the notice described under paragraph (a)(1) of this section relates to an action proposed by the public agency that also requires parental consent under §300.505, the agency may give notice at the same time it requests parent consent.
 - (b) Content of notice. The notice required under paragraph (a) of this section includes —
 - (1) A description of the action proposed or refused by the school;
 - (2) An explanation of why the school proposes or refuses to take the action;
 - (3) A description of any other options that the school considered and the reasons why those options were rejected;
 - (4) A description of each evaluation procedure, test, record, or report the school used as a basis for the proposed or refused action;
 - (5) A description of any other factors that are relevant to the school's proposal or refusal;
 - (6) A statement that the parents of a child with a disability have protection under the procedural safeguards of this part and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained; and
 - (7) Sources for parents to contact to obtain assistance in understanding the provisions of this part.
 - (c) Notice in understandable language.
 - (1) The notice required under paragraph (a) of this section is—
 - (i) Written in language understandable to the general public; and
 - (ii) Provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so.
 - (2) If the native language or other mode of communication of the parent is not a written language, the school takes steps to ensure—
 - (i) That the notice is translated orally or by other means to the parent in his or her native language or other mode of communication;
 - (ii) That the parent understands the content of the notice; and
 - (iii) That there is written evidence that the requirements in paragraphs (c)(2) (i) and (ii) of this section have been met.

§300.345. Parent participation.

(b) Information provided to parents.

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

§26.0081. Right to Information Concerning Special Education.

- (a) The school receives from TEA sufficient copies of a comprehensive, easily understood document that explains the process by which an individualized education program is developed for a student in a special education program and the rights and responsibilities of a parent concerning the process. The document must include information a parent needs to effectively participate in an admission, review, and dismissal committee meeting for the parent's child.
- (b) KIPP Inc. Charter School provides the document required under this section to the parent as provided by 20 U.S.C. Section 1415(b):
 - (1) as soon as practicable after a child is referred to determine the child's eligibility for admission into the school's special education program, but at least five school days before the date of the initial meeting of the admission, review, and dismissal committee; and
 - (2) at any other time on reasonable request of the child's parent.

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

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

E. Evaluation of children to determine eligibility

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

§89.1011. Referral for Full and Individual Initial Evaluation.

Referral of students for a full and individual initial evaluation for possible special education services is a part of the school's overall, general education referral or screening system. Prior to referral, students experiencing difficulty in the general classroom are considered for all support services available to all students, such as tutorial, remedial, compensatory, and other services. If the student continues to experience difficulty in the general classroom after the provision of interventions, school personnel refer the student for a full and individual initial evaluation. This referral for a full and individual initial evaluation may be initiated by KIPP Inc. Charter School personnel, the student's parents or legal guardian, or another person involved in the education or care of the student. The referral for a full and individual initial evaluation must be completed in accordance with Texas Education Code, §29.004, related to the 60 calendar day time line.

§29.004. Full Individual and Initial Evaluation.

A written report of a full individual and initial evaluation of a student for purposes of special education services is completed not later than the 60th calendar day following the date on which the referral for evaluation was initiated by KIPP Inc. Charter School personnel, the student's parent or legal guardian, or another appropriate person. The evaluation is conducted using procedures that are appropriate for the student's most proficient method of communication.

§300.531. Initial evaluation.

KIPP Inc. Charter School conducts a full and individual initial evaluation, in accordance with §§300.532 and 300.533, before the initial provision of special education and related services to a child with a disability under Part B of the Act.

§300.532. Evaluation procedures.

KIPP Inc. Charter School ensures, at a minimum, that the following requirements are met:

- (a) (1) Tests and other evaluation materials used to assess a child under Part B of the Act—

- (i) Are selected and administered so as not to be discriminatory on a racial or cultural basis; and
- (ii) Are provided and administered in the child's native language or other mode of communication, unless it is clearly not feasible to do so; and
- (2) Materials and procedures used to assess a child with limited English proficiency are selected and administered to ensure that they measure the extent to which the child has a disability and needs special education, rather than measuring the child's English language skills.
- (b) A variety of assessment tools and strategies are used to gather relevant functional and developmental information about the child, including information provided by the parent, and information related to enabling the child to be involved in and progress in the general curriculum (or for a preschool child, to participate in appropriate activities), that may assist in determining—
 - (1) Whether the child is a child with a disability under §300.7; and
 - (2) The content of the child's IEP.
- (c) (1) Any standardized tests that are given to a child—
 - (i) Have been validated for the specific purpose for which they are used; and
 - (ii) Are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the tests.
- (2) If an assessment is not conducted under standard conditions, a description of the extent to which it varied from standard conditions (e.g., the qualifications of the person administering the test, or the method of test administration) must be included in the evaluation report.
- (d) Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.
- (e) Tests are selected and administered so as best to ensure that if a test is administered to a child with impaired sensory, manual, or speaking skills, the test results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).
- (f) No single procedure is used as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child.
- (g) The child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities.
- (h) In evaluating each child with a disability under §§300.531-300.536, the evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.
- (i) KIPP Inc. Charter School uses technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.
- (j) KIPP Inc. Charter School uses assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child.
§300.533. Determination of needed evaluation data.
- (a) Review of existing evaluation data. As part of an initial evaluation (if appropriate) and as part of any reevaluation under Part B of the Act, a group that includes the individuals described in §300.344, and other qualified professionals, as appropriate, does—
 - (1) Review existing evaluation data on the child, including-
 - (i) Evaluations and information provided by the parents of the child;
 - (ii) Current classroom-based assessments and observations; and
 - Observations by teachers and related services providers; and
 - (2) On the basis of that review, and input from the child's parents, identify what additional data, if any, are needed to determine—
 - (i) Whether the child has a particular category of disability, as described in §300.7, or, in case of a reevaluation of a child, whether the child continues to have such a disability;
 - (ii) The present levels of performance and educational needs of the child;
 - (iii) Whether the child needs special education and related services, or in the case of a reevaluation of a child, whether the child continues to need special education and related services; and
 - (iv) Whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the IEP of the child and to participate, as appropriate, in the general

curriculum.

- (b) Conduct of review. The group described in paragraph (a) of this section may conduct its review without a meeting.
- (c) Need for additional data. KIPP Inc. Charter School administers tests and other evaluation materials as may be needed to produce the data identified under paragraph (a) of this section.
 - (d) Requirements if additional data are not needed.
- (1) If the determination under paragraph (a) of this section is that no additional data are needed to determine whether the child continues to be a child with a disability, KIPP Inc. Charter School notifies the child's parents—
 - (i) Of that determination and the reasons for it; and
- (ii) Of the right of the parents to request an assessment to determine whether, for purposes of services under this part, the child continues to be a child with a disability.
 - (2) KIPP Inc. Charter School is not required to conduct the assessment described in paragraph (d)(1)(ii) of this section unless requested to do so by the child's parents.

§89.1040. Eligibility Criteria.

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

(b) Eligibility determination. The determination of whether a student is eligible for special education and related services is made by the student's admission, review, and dismissal (ARD) committee. Any evaluation or re-evaluation of a student is conducted in accordance with 34 CFR, §§300.530-300.536. The multidisciplinary team that collects or reviews evaluation data in connection with the determination of a student's eligibility must include, but is not limited to, the following:

- (1) a licensed specialist in school psychology (LSSP), an educational diagnostician, or other appropriately certified or licensed practitioner with experience and training in the area of the disability; or
- (2) a licensed or certified professional for a specific eligibility category defined in subsection (c) of this section.

§300.534. Determination of eligibility

(a) Upon completing the administration of tests and other evaluation materials—

- (1) A group of qualified professionals and the parent of the child determines whether the child is a child with a disability, as defined in §300.7; and
- (2) KIPP Inc. Charter School provides a copy of the evaluation report and the documentation of determination of eligibility to the parent.

(b) A child may not be determined to be eligible under this part if—

- (1) The determinant factor for that eligibility determination is—
 - (i) Lack of instruction in reading or math; or
 - (ii) Limited English proficiency; and
- (2) The child does not otherwise meet the eligibility criteria under §300.7(a).

(c) (1) KIPP Inc. Charter School evaluates a child with a disability in accordance with §§300.532 and 300.533 before determining that the child is no longer a child with a disability.

(2) The evaluation described in paragraph (c)(1) of this section is not required before the termination of a student's eligibility under Part B of the Act due to graduation with a regular high school diploma, or exceeding the age eligibility for FAPE under State law.

§300.535. Procedures for determining eligibility and placement.

(a) In interpreting evaluation data for the purpose of determining if a child is a child with a disability under §300.7, and the educational needs of the child, KIPP Inc. Charter School —

- (1) Draws upon information from a variety of sources, including aptitude and achievement tests, parent input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior; and
- 2) Ensures that information obtained from all of these sources is documented and carefully considered.

(b) If a determination is made that a child has a disability and needs special education and related services, an IEP must be developed for the child in accordance with §§300.340-300.350.

§300.536. Reevaluation.

KIPP Inc. Charter School ensures—

- (a) That the IEP of each child with a disability is reviewed in accordance with §§300.340-300.350; and

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

§300.540. Additional team members.

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

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

§300.541. Criteria for determining the existence of a specific learning disability.

(a) A team may determine that a child has a specific learning disability if—

- (1) The child does not achieve commensurate with his or her age and ability levels in one or more of the areas listed in paragraph (a)(2) of this section, if provided with learning experiences appropriate for the child's age and ability levels; and
- (2) The team finds that a child has a severe discrepancy between achievement and intellectual ability in one or more of the following areas:
 - (i) Oral expression.
 - (ii) Listening comprehension.
 - (iii) Written expression.
 - (iv) Basic reading skill.
 - (v) Reading comprehension.
 - (vi) Mathematics calculation.
 - (vii) Mathematics reasoning.

(b) The team may not identify a child as having a specific learning disability if the severe discrepancy between ability and achievement is primarily the result of—

- (1) A visual, hearing, or motor impairment;
- (2) Mental retardation;
- (3) Emotional disturbance; or
- (4) Environmental, cultural or economic disadvantage.

§300.542. Observation.

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

§300.543. Written report.

- (a) For a child suspected of having a specific learning disability, the documentation of the team's determination of eligibility, as required by §300.534(a)(2), includes a statement of—
 - (1) Whether the child has a specific learning disability;
 - (2) The basis for making the determination;
 - (3) The relevant behavior noted during the observation of the child;
 - (4) The relationship of that behavior to the child's academic functioning;
 - (5) The educationally relevant medical findings, if any;
- (6) Whether there is a severe discrepancy between achievement and ability that is not correctable without special education and related services; and
- (7) The determination of the team concerning the effects of environmental, cultural, or economic disadvantage.
- (b) Each team member certifies in writing whether the report reflects his or her conclusion. If it does not reflect his or her conclusion, the team member must submit a separate statement presenting his or her conclusions..

F. Development and implementation of the individualized educational program (IEP); Extended school year (ESY) services (34 CFR 300.342-300.350; 34 CFR 300.309; TEC 37.0021; 19 TAC 89.1050; 19 TAC 89.1053; 19 TAC 89.1055; 19 TAC 89.1065)

§ 89.1050(a) (ARD committee)

(a) KIPP Inc. Charter School establishes an admission, review, and dismissal (ARD) committee for each eligible student with a disability and for each student for whom a full and individual initial evaluation is conducted pursuant to §89.1011 of this title (relating to Referral for Full and Individual Initial Evaluation). The ARD committee is the individualized education program (IEP) team defined in federal law and regulations, including, specifically, 34 Code of Federal Regulations (CFR), §300.344. KIPP Inc. Charter School is responsible for all of the functions for which the IEP team is responsible under federal law and regulations and for which the ARD committee is responsible under state law, including, specifically, the following:

§ 89.1050(d) (30 day timeline)

(d) ARD committee makes its decisions regarding students referred for a full and individual initial evaluation within 30 calendar days from the date of the completion of the written full and individual initial evaluation report. If the 30th day falls during the summer and school is not in session, the ARD committee has until the first day of classes in the fall to finalize decisions concerning the initial eligibility determination, the IEP, and placement, unless the full and individual initial evaluation indicates that the student will need extended school year (ESY) services during that summer.

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

(b) A parent may request an ARD committee meeting at any mutually agreeable time to address specific concerns about his or her child's special education services. KIPP Inc. Charter School responds to the parent's request either by holding the requested meeting or by requesting assistance through the Texas Education Agency's mediation process. KIPP Inc. Charter School informs parents of the functions of the ARD committee and the circumstances or types of problems for which requesting an ARD committee meeting would be appropriate.

§300.342. When IEPs must be in effect.

(a) General. At the beginning of each school year, KIPP Inc. Charter School has an IEP in effect for each child with a disability within its jurisdiction.

(b) Implementation of IEPs. KIPP Inc. Charter School ensures that—

(1) An IEP—

- (i) Is in effect before special education and related services are provided to an eligible child under this part; and
- (ii) Is implemented as soon as possible following the meetings described under §300.343;
- (2) The child's IEP is accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for its implementation; and
- (3) Each teacher and provider described in paragraph (b)(2) of this section is informed of—
 - (i) His or her specific responsibilities related to implementing the child's IEP; and
 - (ii) The specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP.

(c) IEP or IFSP for children aged 3 through 5.

(1) In the case of a child with a disability aged 3 through 5 (or, at the discretion of the SEA a 2-year-old child with a disability who will turn age 3 during the school year), an IFSP that contains the material described in section 636 of the Act, and that is developed in accordance with §§300.341-300.346 and §§300.349-300.350, may serve as the IEP of the child if using that plan as the IEP is—

(i) Consistent with State policy; and

(ii) Agreed to by the school and the child's parents.

(2) In implementing the requirements of paragraph (c)(1) of this section, the school—

- (i) Provides to the child's parents a detailed explanation of the differences between an IFSP and an IEP; and
- (ii) If the parents choose an IFSP, obtain written informed consent from the parents.

(d) Effective date for new requirements. All IEPs developed, reviewed, or revised on or after July 1, 1998 meet the requirements of §§300.340-300.350.

§ 89.1050 (b) (IFSP /IEP)

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

§ 89.1050 (f) For a student who is new to KIPP Inc. Charter School:

(1) when a student transfers within the state, the ARD committee may, but is not required to, meet when the student enrolls and a copy of the student's IEP is available, the parent(s) indicate in writing that they are satisfied with the current

- IEP, and the school determines that the current IEP is appropriate and can be implemented as written; or
- (2) if the conditions of subsection (f)(1) of this section are not met, then the ARD committee meets when the student enrolls and the parents verify that the student was receiving special education services in the previous school district, or the previous school district verifies in writing or by telephone that the student was receiving special education services. At this meeting, the ARD committee does one of the following:
- (A) the ARD committee may determine that it has appropriate evaluation data and other information to develop and begin implementation of a complete IEP for the student; or
- (B) the ARD committee may determine that valid evaluation data and other information from the previous school district are insufficient or unavailable to develop a complete IEP. In this event, the ARD committee may authorize the provision of temporary special education services pending receipt of valid evaluation data from the previous school district or the collection of new evaluation data by KIPP Inc. Charter School. In this situation, a second ARD committee meeting must be held within 30 school days from the date of the first ARD committee meeting to finalize or develop an IEP based on current information.
- (3) In accordance with TEC, §25.002, the school district in which the student was previously enrolled shall furnish KIPP Inc. Charter School with a copy of the student's records, including the child's special education records, not later than the 30th calendar day after the student was enrolled in the new school district. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C., §1232g, does not require the student's current and previous school districts to obtain parental consent before requesting or sending the student's special education records if the disclosure is conducted in accordance with 34 CFR, §99.31(a)(2) and §99.34.
- §300.121 Free appropriate public education (FAPE).
- (a) General. TEA has on file with the Secretary information that shows that, subject to Sec. 300.122, the KIPP Inc. Charter School has in effect a policy that ensures that all children with disabilities aged 3 through 21 residing in the State have the right to FAPE, including children with disabilities who have been suspended or expelled from KIPP Inc. Charter School.
- (b) Required information. The information described in paragraph (a) of this section does--
- (2) Show that the policy--
- (B) Is consistent with the requirements of Secs. 300.300-300.313; and
- (ii) Applies to all children with disabilities, including children who have been suspended or expelled from KIPP Inc. Charter School.
- (c) FAPE for children beginning at age 3. (1) KIPP Inc. Charter School ensures that--
- (i) The obligation to make FAPE available to each eligible child residing in the State begins no later than the child's third birthday; and
- (ii) An IEP or an IFSP is in effect for the child by that date, in accordance with Sec. 300.342(c).
- (2) If a child's third birthday occurs during the summer, the child's IEP team shall determine the date when services under the IEP or IFSP will begin.
- (d) FAPE for children suspended or expelled from KIPP Inc. Charter School. (1) A public agency need not provide services during periods of removal under Sec. 300.520(a)(1) to a child with a disability who has been removed from his or her current placement for 10 school days or less in that school year, if services are not provided to a child without disabilities who has been similarly removed.
- (2) In the case of a child with a disability who has been removed from his or her current placement for more than 10 school days in that school year, the public agency, for the remainder of the removals, must--
- (i) Provide services to the extent necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP, if the removal is--
- (A) Under the school personnel's authority to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under Sec. 300.519(b) (Sec. 300.520((a)(1))); or
- (B) For behavior that is not a manifestation of the child's disability, consistent with Sec. 300.524; and
- (ii) Provide services consistent with Sec. 300.522, regarding determination of the appropriate interim alternative educational setting, if the removal is--
- (A) For drug or weapons offenses under Sec. 300.520(a)(2); or
- (B) Based on a hearing officer determination that maintaining the current placement of the child is substantially likely to result in injury to the child or to others if he or she remains in the current placement, consistent with Sec. 300.521.
- (3)(i) KIPP Inc. Charter School personnel, in consultation with the child's special education teacher, determine the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed under the authority of KIPP Inc.

Charter School personnel to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under Sec. 300.519 (Sec. 300.520(a)(1)).

- (ii) The child's IEP team determines the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed because of behavior that has been determined not to be a manifestation of the child's disability, consistent with Sec. 300.524.
- (e) Children advancing from grade to grade. (1) Each State shall ensure that FAPE is available to any individual child with a disability who needs special education and related services, even though the child is advancing from grade to grade.
 - (2) The determination that a child described in paragraph (a)(1) of this section is eligible under this part, must be made on an individual basis by the group responsible within the child's LEA for making those determinations.
 - §300.343. IEP meetings.
 - (a) General. KIPP Inc. Charter School is responsible for initiating and conducting meetings for the purpose of developing, reviewing, and revising the IEP of a child with a disability (or, if consistent with §300.342(c), an IFSP).
 - (b) Initial IEPs; provision of services. (1) KIPP Inc. Charter School ensures that within a reasonable period of time following the agency's receipt of parent consent to an initial evaluation of a child—
 - (i) The child is evaluated; and
 - (ii) If determined eligible under this part, special education and related services are made available to the child in accordance with an IEP.
 - (2) In meeting the requirement in paragraph (b)(1) of this section, a meeting to develop an IEP for the child must be conducted within 30-days of a determination that the child needs special education and related services.
 - (c) Review and revision of IEPs. KIPP Inc. Charter School ensures that the IEP team—
 - (1) Reviews the child's IEP periodically, but not less than annually, to determine whether the annual goals for the child are being achieved; and
 - (2) Revises the IEP as appropriate to address—
 - (i) Any lack of expected progress toward the annual goals described in §300.347(a), and in the general curriculum, if appropriate;
 - (ii) The results of any reevaluation conducted under §300.536;
 - (iii) Information about the child provided to, or by, the parents, as described in §300.533(a)(1);
 - (iv) The child's anticipated needs; or
 - (v) Other matters.
 - §300.344. IEP team.
 - (a) General. KIPP Inc. Charter School ensures that the IEP team for each child with a disability includes—
 - (1) The parents of the child;
 - (2) At least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment);
 - (3) At least one special education teacher of the child, or if appropriate, at least one special education provider of the child;
 - (4) A representative of the school who—
 - (i) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
 - (ii) Is knowledgeable about the general curriculum; and
 - (iii) Is knowledgeable about the availability of resources of the public agency;
 - (5) An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in paragraphs (a)(2) through (6) of this section;
 - (6) At the discretion of the parent or the agency, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and
 - (7) If appropriate, the child.
 - (b) Transition services participants.
 - (1) Under paragraph (a)(7) of this section, the school invites a student with a disability of any age to attend his or her IEP meeting if a purpose of the meeting will be the consideration of—
 - (i) The student's transition services needs under §300.347(b)(1);
 - (ii) The needed transition services for the student under §300.347(b)(2); or
 - (iii) Both.
 - (2) If the student does not attend the IEP meeting, the school will take other steps to ensure that the student's

preferences and interests are considered.

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

§89.1050 (c) (Teacher member requirements)

- (c) At least one general education teacher of the student (if the student is, or may be, participating in the general education environment) participates as a member of the ARD committee. The special education teacher or special education provider that participates in the ARD committee meeting in accordance with 34 CFR, §300.344(a)(3), is certified in the child's suspected areas of disability. When a specific certification is not required to serve certain disability categories, then the special education teacher or special education provider is qualified to provide the educational services that the child may need.

§300.345. Parent participation.

- (a) School responsibility—general. KIPP Inc. Charter School takes steps to ensure that one or both of the parents of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate, including—
 - (1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
 - (2) Scheduling the meeting at a mutually agreed on time and place.
- (c) Other methods to ensure parent participation. If neither parent can attend, the school uses other methods to ensure parent participation, including individual or conference telephone calls.
- (d) Conducting an IEP meeting without a parent in attendance. A meeting may be conducted without a parent in attendance if the school is unable to convince the parents that they should attend. In this case the school will have a record of its attempts to arrange a mutually agreed on time and place, such as—
 - (1) Detailed records of telephone calls made or attempted and the results of those calls;
 - (2) Copies of correspondence sent to the parents and any responses received; and
 - (3) Detailed records of visits made to the parent's home or place of employment and the results of those visits.
- (e) Use of interpreters or other action, as appropriate. KIPP Inc. Charter School takes whatever action is necessary to ensure that the parent understands the proceedings at the IEP meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.
- (f) Parent copy of child's IEP. The school gives the parent a copy of the child's IEP at no cost to the parent.

§300.346. Development, review, and revision of IEP.

(a) Development of IEP.

- (1) General. In developing each child's IEP, the IEP team, considers—
 - (i) The strengths of the child and the concerns of the parents for enhancing the education of their child;
 - (ii) The results of the initial or most recent evaluation of the child; and
- (iii) As appropriate, the results of the child's performance on any general State or district-wide assessment programs.
 - (2) Consideration of special factors. The IEP team also does—
 - (i) In the case of a child whose behavior impedes his or her learning or that of others, consider, if appropriate, strategies, including positive behavioral interventions, strategies, and supports to address that behavior;
 - (ii) In the case of a child with limited English proficiency, consider the language needs of the child as those needs relate to the child's IEP;
 - (iii) In the case of a child who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the IEP team determines, after an evaluation of the child's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the child's future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the child;
 - (iv) Consider the communication needs of the child, and in the case of a child who is deaf or hard of hearing, consider the child's language and communication needs, opportunities for direct communications with peers and professional personnel in the child's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the child's language and communication mode; and
 - (v) Consider whether the child requires assistive technology devices and services.

- (b) Review and Revision of IEP. In conducting a meeting to review, and, if appropriate, revise a child's IEP, the IEP team considers the factors described in paragraph (a) of this section.
- (c) Statement in IEP. If, in considering the special factors described in paragraphs (a)(1) and (2) of this section, the IEP team determines that a child needs a particular device or service (including an intervention, accommodation, or other program modification) in order for the child to receive FAPE, the IEP team includes a statement to that effect in the child's IEP.
- (d) Requirement with respect to regular education teacher. The regular education teacher of a child with a disability, as a member of the IEP team, does, to the extent appropriate, participate in the development, review, and revision of the child's IEP, including assisting in the determination of—
 - (1) Appropriate positive behavioral interventions and strategies for the child; and
 - (2) Supplementary aids and services, program modifications or supports for school personnel that will be provided for the child, consistent with §300.347(a)(3).
 - §300.347. Content of IEP.
 - (a) General. The IEP for each child with a disability includes—
 - (1) A statement of the child's present levels of educational performance, including—
 - (i) How the child's disability affects the child's involvement and progress in the general curriculum (i.e., the same curriculum as for nondisabled children); or
 - (ii) For preschool children, as appropriate, how the disability affects the child's participation in appropriate activities;
 - (2) A statement of measurable annual goals, including benchmarks or short-term objectives, related to—
 - (i) Meeting the child's needs that result from the child's disability to enable the child to be involved in and progress in the general curriculum (i.e., the same curriculum as for nondisabled children), or for preschool children, as appropriate, to participate in appropriate activities; and
 - (ii) Meeting each of the child's other educational needs that result from the child's disability;
 - (3) A statement of the special education and related services and supplementary aids and services to be provided to the child, or on behalf of the child, and a statement of the program modifications or supports for KIPP Inc. Charter School personnel that will be provided for the child—
 - (i) To advance appropriately toward attaining the annual goals;
 - (ii) To be involved and progress in the general curriculum in accordance with paragraph (a)(1) of this section and to participate in extracurricular and other nonacademic activities; and
 - (iii) To be educated and participate with other children with disabilities and nondisabled children in the activities described in this section;
 - (4) An explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class and in the activities described in paragraph (a)(3) of this section;
 - (5) (i) A statement of any individual modifications in the administration of State or district-wide assessments of student achievement that are needed in order for the child to participate in the assessment; and
 - (ii) If the IEP team determines that the child will not participate in a particular State or district-wide assessment of student achievement (or part of an assessment), a statement of—
 - (A) Why that assessment is not appropriate for the child; and
 - (B) How the child will be assessed;
 - (6) The projected date for the beginning of the services and modifications described in paragraph (a)(3) of this section, and the anticipated frequency, location, and duration of those services and modifications; and
 - (7) A statement of—
 - (i) How the child's progress toward the annual goals described in paragraph (a)(2) of this section will be measured; and
 - (ii) How the child's parents will be regularly informed (through such means as periodic report cards), at least as often as parents are informed of their nondisabled children's progress, of—
 - (A) Their child's progress toward the annual goals; and
 - (B) The extent to which that progress is sufficient to enable the child to achieve the goals by the end of the year.
 - (b) Transition services. The IEP includes—
 - (1) For each student with a disability beginning at age 14 (or younger, if determined appropriate by the IEP team), and updated annually, a statement of the transition service needs of the student under the applicable components of the student's IEP that focuses on the student's courses of study (such as participation in advanced-placement courses or a vocational education program); and
 - (2) For each student beginning at age 16 (or younger, if determined appropriate by the IEP team), a statement of

needed transition services for the student, including, if appropriate, a statement of the interagency responsibilities or any needed linkages.

(c) **Transfer of rights.** In a State that transfers rights at the age majority, beginning at least one year before a student reaches the age of majority under State law, the student's IEP includes a statement that the student has been informed of his or her rights under Part B of the Act, if any, that will transfer to the student on reaching the age of majority, consistent with §300.517.

§89.1055. Content of the Individualized Education Program (IEP).

(a) The individualized education program (IEP) developed by the admission, review, and dismissal (ARD) committee for each student with a disability complies with the requirements of 34 Code of Federal Regulations (CFR), §300.346 and §300.347, and Part 300, Appendix A.

(b) The IEP includes a statement of any individual allowable accommodations in the administration of assessment instruments developed in accordance with Texas Education Code (TEC), §39.023(a)-(c), or district-wide assessments of student achievement that are needed in order for the student to participate in the assessment. If the ARD committee determines that the student will not participate in a particular state- or district-wide assessment of student achievement (or part of an assessment), the IEP must include a statement of:

- (1) why that assessment is not appropriate for the child; and
- (2) how the child will be assessed using a locally developed alternate assessment.

(c) If the ARD committee determines that the student is in need of extended school year (ESY) services, as described in §89.1065 of this title (relating to Extended School Year Services (ESY Services)), then the IEP also includes goals and objectives for ESY services from the student's current IEP.

(d) For students with visual impairments, from birth through 21 years of age, the IEP or individualized family services plan (IFSP) also meets the requirements of TEC, §30.002(e).

(e) For students with autism/pervasive developmental disorders, information about the following is considered and, when needed, addressed in the IEP:

- (1) extended educational programming;
- (2) daily schedules reflecting minimal unstructured time;
- (3) in-home training or viable alternatives;
- (4) prioritized behavioral objectives;
- (5) prevocational and vocational needs of students 12 years of age or older;
- (6) parent training; and
- (7) suitable staff-to-students ratio.

(f) If the ARD committee determines that services are not needed in one or more of the areas specified in subsection (e)(1)-(7) of this section, the IEP includes a statement to that effect and the basis upon which the determination was made.

§89.1050(e) (The report)

(e) The written report of the ARD committee documents the decisions of the committee with respect to issues discussed at the meeting. The report includes the date, names, positions, and signatures of the members participating in each meeting in accordance with 34 CFR, §§300.344, 300.345, 300.348, and 300.349. The report also indicates each member's agreement or disagreement with the committee's decisions. In the event TEC, §29.005(d) (1), applies, the school will provide a written or audiotaped copy of the student's IEP, as defined in 34 CFR, §300.346 and §300.347. In the event TEC, §29.005(d)(2), applies, the school will make a good faith effort to provide a written or audiotaped copy of the student's IEP, as defined in 34 CFR, §300.346 and §300.347.

§300.348. Agency responsibilities for transition services.

(a) If a participating agency, other than KIPP Inc. Charter School, fails to provide the transition services described in the IEP in accordance with §300.347(b)(1), KIPP Inc. Charter School will reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.

§300.350. IEP accountability.

(a) Provision of services. Subject to paragraph (b) of this section, KIPP Inc. Charter School —

- (1) Provides special education and related services to a child with a disability in accordance with the child's IEP; and
- (2) Makes a good faith effort to assist the child to achieve the goals and objectives or benchmarks listed in the IEP.

§300.309. Extended school year services.

(a) General.

- (1) KIPP Inc. Charter School ensures that extended school year services are available as necessary to provide FAPE, consistent with paragraph (a)(2) of this section.

- (2) Extended school year services are provided only if a child's IEP team determines, on an individual basis, in accordance with §§300.340-300.350, that the services are necessary for the provision of FAPE to the child.
 - (3) In implementing the requirements of this section, KIPP Inc. Charter School does not—
 - (i) Limit extended school year services to particular categories of disability; or
 - (ii) Unilaterally limit the type, amount, or duration of those services.
 - (b) Definition. As used in this section, the term extended school year services means special education and related services that—
 - (1) Are provided to a child with a disability—
 - (i) Beyond the normal school year of the school;
 - (ii) In accordance with the child's IEP; and
 - (iii) At no cost to the parents of the child; and
 - (2) Meet the standards of TEA.

§89.1065. Extended School Year Services (ESY Services).

Extended school year (ESY) services are defined as individualized instructional programs beyond the regular school year for eligible students with disabilities.

- (1) The need for ESY services are determined on an individual student basis by the admission, review, and dismissal (ARD) committee in accordance with 34 Code of Federal Regulations (CFR), §300.309, and the provisions of this section. In determining the need for and in providing ESY services, KIPP Inc. Charter School may not:
 - (A) limit ESY services to particular categories of disability; or
 - (B) unilaterally limit the type, amount, or duration of ESY services.
- (2) The need for ESY services is documented from formal and/or informal evaluations provided by the school or the parents. The documentation shall demonstrate that in one or more critical areas addressed in the current individualized education program (IEP) objectives, the student has exhibited, or reasonably may be expected to exhibit, severe or substantial regression that cannot be recouped within a reasonable period of time. Severe or substantial regression means that the student has been, or will be, unable to maintain one or more acquired critical skills in the absence of ESY services.
- (3) The reasonable period of time for recoupment of acquired critical skills is determined on the basis of needs identified in each student's IEP. If the loss of acquired critical skills would be particularly severe or substantial, or if such loss results, or reasonably may be expected to result, in immediate physical harm to the student or to others, ESY services may be justified without consideration of the period of time for recoupment of such skills. In any case, the period of time for recoupment will not exceed eight weeks.
- (4) A skill is critical when the loss of that skill results, or is reasonably expected to result, in any of the following occurrences during the first eight weeks of the next regular school year:
 - (A) placement in a more restrictive instructional arrangement;
 - (B) significant loss of acquired skills necessary for the student to appropriately progress in the general curriculum;
 - (C) significant loss of self-sufficiency in self-help skill areas as evidenced by an increase in the number of direct service staff and/or amount of time required to provide special education or related services;
 - (D) loss of access to community-based independent living skills instruction or an independent living environment provided by noneducational sources as a result of regression in skills; or
 - (E) loss of access to on-the-job training or productive employment as a result of regression in skills.
- (5) If the school does not propose ESY services for discussion at the annual review of a student's IEP, the parent may request that the ARD committee discuss ESY services pursuant to 34 CFR, §300.344.
- (6) If a student for whom ESY services were considered and rejected loses critical skills because of the decision not to provide ESY services, and if those skills are not regained after the reasonable period of time for recoupment, the ARD committee will reconsider the current IEP if the student's loss of critical skills interferes with the implementation of the student's IEP.
- (7) For students enrolling in the school during the school year, information obtained from the prior school district as well as information collected during the current year may be used to determine the need for ESY services.
- (8) The provision of ESY services is limited to the educational needs of the student and will not supplant or limit the responsibility of other public agencies to continue to provide care and treatment services pursuant to policy or practice, even when those services are similar to, or the same as, the services addressed in the student's IEP. No student shall be denied ESY services because the student receives care and treatment services under the auspices of other agencies.
- (9) KIPP Inc. Charter School is not eligible for reimbursement for ESY services provided to students for reasons other than those set forth in this section.

§89.1050(g) (Discipline)

- (g) All disciplinary actions regarding students with disabilities are determined in accordance with 34 CFR, §§300.121 and 300.519-300.529 (relating to disciplinary actions and procedures), the TEC, Chapter 37, Subchapter A (Alternative Settings for Behavior Management), and §89.1053 of this title (relating to Procedures for Use of Restraint and Time-Out).

§89.1050(h) (Disagreements)

- (h) All members of the ARD committee have the opportunity to participate in a collaborative manner in developing the IEP. A decision of the committee concerning required elements of the IEP is made by mutual agreement of the required members if possible. The committee may agree to an annual IEP or an IEP of shorter duration.
- (1) When mutual agreement about all required elements of the IEP is not achieved, the party (the parents or adult student) who disagrees is offered a single opportunity to have the committee recess for a period of time not to exceed ten school days. This recess is not required when the student's presence on the campus presents a danger of physical harm to the student or others or when the student has committed an expellable offense or an offense which may lead to a placement in an alternative education program (AEP). The requirements of this subsection (h) do not prohibit the members of the ARD committee from recessing an ARD committee meeting for reasons other than the failure of the parents and the school district from reaching mutual agreement about all required elements of an IEP.
- (2) During the recess the committee members will consider alternatives, gather additional data, prepare further documentation, and/or obtain additional resource persons which may assist in enabling the ARD committee to reach mutual agreement.
- (3) The date, time, and place for continuing the ARD committee meeting is to be determined by mutual agreement prior to the recess.
- (4) If a ten-day recess is implemented as provided in paragraph (1) of this subsection and the ARD committee still cannot reach mutual agreement, the school will implement the IEP which it has determined to be appropriate for the student.
- (5) When mutual agreement is not reached, a written statement of the basis for the disagreement shall be included in the IEP. The members who disagree shall be offered the opportunity to write their own statements.
- (6) When KIPP Inc. Charter School implements an IEP with which the parents disagree or the adult student disagrees, the school shall provide prior written notice to the parents or adult student as required in 34 CFR, §300.503.
- (7) Parents shall have the right to file a complaint, request mediation, or request a due process hearing at any point when they disagree with decisions of the ARD committee.

§37.0021. Use of Confinement, Restraint, Seclusion, and Time-Out.

- (a) It is the policy of this school to treat all students with dignity and respect. A student with a disability will not be confined in a locked box, locked closet, or other specially designed locked space as either a discipline management practice or a behavior management technique.
- (b) In this section:
- (1) "Restraint" means the use of physical force or a mechanical device to restrict the free movement of all or a portion of a student's body.
- (2) "Seclusion" means a behavior management technique in which a student is confined in a locked box, locked closet, or locked room that:
- (A) is designed solely to seclude a person; and
- (B) contains less than 50 square feet of space.
- (3) "Time-out" means a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in a setting:
- (A) that is not locked; and
- (B) from which the student is not physically prevented from leaving.
- (c) A KIPP Inc. Charter School employee or volunteer or an independent contractor of the school may not place a student in seclusion. This subsection does not apply to the use of seclusion in a facility to which the following law, rules, or regulations apply:
- (1) the Children's Health Act of 2000, Pub. L. No. 106-310, any subsequent amendments to that Act, any regulations adopted under that Act, or any subsequent amendments to those regulations;
- (2) 40 T.A.C. Sections 720.1001-720.1013; or
- (3) 25 T.A.C. Section 412.308(e).
- (d) The commissioner by rule has adopted procedures for the use of restraint and time-out by a KIPP, Inc. employee or volunteer or an independent contractor of the school in the case of a student receiving special education services under

Subchapter A, Chapter 29. A procedure adopted under this subsection must:

(1) be consistent with:

- (A) professionally accepted practices and standards of student discipline and techniques for behavior management; and
 - (B) relevant health and safety standards; and
- (2) identify any discipline management practice or behavior management technique that requires a district employee or volunteer or an independent contractor of a district to be trained before using that practice or technique. (e) In the case of a conflict between a rule adopted under Subsection (d) and a rule adopted under Subchapter A, Chapter 29, the rule adopted under Subsection (d) controls.
- (f) For purposes of this subsection, "weapon" includes any weapon described under Section 37.007(a)(1). This section does not prevent a student's locked, unattended confinement in an emergency situation while awaiting the arrival of law enforcement personnel if:
- (1) the student possesses a weapon; and
 - (2) the confinement is necessary to prevent the student from causing bodily harm to the student or another person.
- §89.1053. Procedures for Use of Restraint and Time-Out.
- (a) Requirement to implement. In addition to the requirements of 34 Code of Federal Regulations (CFR), §300.346(a)(2)(i) and (c), KIPP Inc. Charter School implements the provisions of this section regarding the use of restraint and time-out. In accordance with the provisions of Texas Education Code (TEC), §37.0021 (Use of Confinement, Restraint, Seclusion, and Time-Out), it is the policy of KIPP Inc. Charter School to treat all students with dignity and respect.
- (b) Definitions.
- (1) Emergency means a situation in which a student's behavior poses a threat of:
 - (A) imminent, serious physical harm to the student or others; or
 - (B) imminent, serious property destruction.
 - (2) Restraint means the use of physical force or a mechanical device to restrict the free movement of all or a portion of the student's body.
 - (3) Time-out means a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in a setting:
 - (A) that is not locked; and
 - (B) from which the student is not physically prevented from leaving.
- (c) Use of restraint. A KIPP Inc. Charter School employee, volunteer, or independent contractor may use restraint only in an emergency as defined in subsection (b) of this section and with the following limitations.
- (1) Restraint shall be limited to the use of such reasonable force as is necessary to address the emergency.
 - (2) Restraint shall be discontinued at the point at which the emergency no longer exists.
 - (3) Restraint shall be implemented in such a way as to protect the health and safety of the student and others.
 - (4) Restraint shall not deprive the student of basic human necessities.
- (d) Training on use of restraint. Training for KIPP Inc. Charter School employees, volunteers, or independent contractors is provided according to the following requirements.
- (1) Not later than April 1, 2003, a core team of personnel on each campus was trained in the use of restraint, and the team included a campus administrator or designee and any general or special education personnel likely to use restraint.
 - (2) After April 1, 2003, personnel called upon to use restraint in an emergency and who have not received prior training will receive training within 30 school days following the use of restraint.
 - (3) Training on use of restraint includes prevention and de-escalation techniques and provide alternatives to the use of restraint.
 - (4) All trained personnel receive instruction in current professionally accepted practices and standards regarding behavior management and the use of restraint.
- (e) Documentation and notification on use of restraint. In a case in which restraint is used, KIPP Inc. Charter School employees, volunteers, or independent contractors will implement the following documentation requirements.
- (1) On the day restraint is utilized, the campus administrator or designee is notified verbally or in writing regarding the use of restraint.
 - (2) On the day restraint is utilized, a good faith effort is made to verbally notify the parent(s) regarding the use of restraint.
 - (3) Written notification of the use of restraint is placed in the mail or otherwise provided to the parent within one school day of the use of restraint.
 - (4) Written documentation regarding the use of restraint is placed in the student's special education eligibility folder in a

timely manner so the information is available to the ARD committee when it considers the impact of the student's behavior on the student's learning and/or the creation or revision of a behavioral intervention plan (BIP).

- (5) Written notification to the parent(s) and documentation to the student's special education eligibility folder includes the following:
- (A) name of the student;
 - (B) name of the staff member(s) administering the restraint;
 - (C) date of the restraint and the time the restraint began and ended;
 - (D) location of the restraint;
 - (E) nature of the restraint;
 - (F) a description of the activity in which the student was engaged immediately preceding the use of restraint;
 - (G) the behavior that prompted the restraint;
 - (H) the efforts made to de-escalate the situation and alternatives to restraint that were attempted; and
 - (I) information documenting parent contact and notification.
- (f) Clarification regarding restraint. For the purposes of subsections (c)-(e) of this section, restraint does not include the use of:
- (1) physical contact or appropriately prescribed adaptive equipment to promote normative body positioning and/or physical functioning;
 - (2) limited physical contact with a student to promote safety (e.g., holding a student's hand), prevent a potentially harmful action (e.g., running into the street), teach a skill, or provide comfort;
 - (3) limited physical contact or appropriately prescribed adaptive equipment to prevent a student from engaging in ongoing, repetitive self-injurious behaviors; or
 - (4) seat belts and other safety equipment used to secure students during transportation.
- (g) Use of time-out. A KIPP Inc. Charter School employee, volunteer, or independent contractor may use time-out in accordance with subsection (b)(3) of this section with the following limitations.
- (1) Physical force or threat of physical force is not used to place a student in time-out.
 - (2) Time-out is only be used in conjunction with an array of positive behavior intervention strategies and techniques and must be included in the student's individualized education program (IEP) and/or BIP if it is utilized on a recurrent basis to increase or decrease a targeted behavior.
 - (3) Use of time-out is not implemented in a fashion that precludes the ability of the student to be involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.
- (h) Training on use of time-out. Training for KIPP Inc. Charter School employees, volunteers, or independent contractors is provided according to the following requirements.
- (1) By April 1, 2003, general or special education personnel who implement time-out based on requirements established in a student's IEP and/or BIP were trained in the use of time-out.
 - (2) After April 1, 2003, newly-identified personnel called upon to implement time-out based on requirements established in a student's IEP and/or BIP receive training in the use of time-out within 30 school days of being assigned the responsibility for implementing time-out.
 - (3) Training on the use of time-out is provided as part of a program which addresses a full continuum of positive behavioral intervention strategies, and addresses the impact of time-out on the ability of the student to be involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.
- (4) All trained personnel receive instruction in current professionally accepted practices and standards regarding behavior management and the use of time-out.
- (i) Documentation on use of time-out. Necessary documentation or data collection regarding the use of timeout, if any, is addressed in the IEP or BIP. The admission, review, and dismissal (ARD) committee uses any collected data to judge the effectiveness of the intervention and provide a basis for making determinations regarding its continued use.
 - (j) Student safety. Any behavior management technique and/or discipline management practice is implemented in such a way as to protect the health and safety of the student and others. No discipline management practice is calculated to inflict injury, cause harm, demean, or deprive the student of basic human necessities.
- (k) Data collection requirement. Beginning with the 2003-2004 school year, with the exception of actions covered by subsection (f) of this section, cumulative data regarding the use of restraint will be reported through the Public Education Information Management System (PEIMS).

G. Least restrictive environment (LRE) placement (34 CFR 300.550-300.553; 19 TAC 89.63(a-c))

§300.550. General LRE requirements.

(a) Except as provided in §300.311(b) and (c), KIPP Inc. Charter School must demonstrate to the satisfaction of the Secretary that the State has in effect policies and procedures to ensure that it meets the requirements of §§300.550-300.556.

(b) KIPP Inc. Charter School ensures—

- (1) That to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and
- (2) That special classes, separate schooling or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

§300.551. Continuum of alternative placements.

(a) KIPP Inc. Charter School ensures that a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services.

(b) The continuum required in paragraph (a) of this section—

- (1) Includes the alternative placements listed in the definition of special education under §300.26 (instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions); and
- (2) Makes provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.

§89.63. Instructional Arrangements and Settings.

(a) KIPP Inc. Charter School is able to provide services with special education personnel to students with disabilities in order to meet the special needs of those students in accordance with 34 Code of Federal Regulations, §§300.550-300.554.

(b) Subject to §89.1075(e) of this title (relating to General Program Requirements and Local District Procedures) for the purpose of determining the student's instructional arrangement/setting, the regular school day is defined as the period of time determined appropriate by the admission, review, and dismissal (ARD) committee.

(c) *Instructional arrangements/settings are based on the individual needs and individualized education programs (IEPs) of eligible students receiving special education services and shall include the following.*

(1) **Mainstream.** This instructional arrangement/setting is for providing special education and related services to a student in the regular classroom in accordance with the student's IEP. Qualified special education personnel are involved in the implementation of the student's IEP through the provision of direct, indirect and/or support services to the student, and/or the student's regular classroom teacher(s) necessary to enrich the regular classroom and enable student success. The student's IEP specifies the services that will be provided by qualified special education personnel to enable the student to appropriately progress in the general education curriculum and/or appropriately advance in achieving the goals set out in the student's IEP. Examples of services provided in this instructional arrangement include, but are not limited to, direct instruction, helping teacher, team teaching, co-teaching, interpreter, education aides, curricular or instructional modifications/accommodations, special materials/equipment, consultation with the student and his/her regular classroom teacher(s) regarding the student's progress in regular education classes, staff development, and reduction of ratio of students to instructional staff.

(2) **Homebound.** This instructional arrangement/setting is for providing special education and related services to students who are served at home or hospital bedside.

(A) Students served on a homebound or hospital bedside basis are confined for a minimum of four consecutive weeks as documented by a physician licensed to practice in the United States. Homebound or hospital bedside instruction may, as provided by local school policy, also be provided to chronically ill students who are expected to be confined for any period of time totaling at least four weeks throughout the school year as documented by a physician licensed to practice in the United States. The student's ARD committee determines the amount of services to be provided to the student in this instructional arrangement/setting in accordance with federal and state laws, rules, and regulations, including the provisions specified in subsection (b) of this section.

(B) Home instruction may also be used for services to infants and toddlers (birth through age 2) and young children (ages 3-5) when determined appropriate by the child's individualized family services plan (IFSP) committee or ARD committee. This arrangement/setting also applies to school districts described in Texas Education Code, §29.014.

(3) **Hospital class.** This instructional arrangement/setting is for providing special education instruction in a classroom, in a hospital facility, or a residential care and treatment facility not operated by KIPP Inc. Charter School. If the students

residing in the facility are provided special education services outside the facility, they are considered to be served in the instructional arrangement in which they are placed and are not to be considered as in a hospital class.

- (4) Speech therapy. This instructional arrangement/setting is for providing speech therapy services whether in a regular education classroom or in a setting other than a regular education classroom. When the only special education or related service provided to a student is speech therapy, then this instructional arrangement is not combined with any other instructional arrangement.
- (5) Resource room/services. This instructional arrangement/setting is for providing special education and related services to a student in a setting other than regular education for less than 50% of the regular school day.
- (6) Self-contained (mild, moderate, or severe) regular campus. This instructional arrangement/setting is for providing special education and related services to a student who is in a self-contained program for 50% or more of the regular school day on a regular school campus.
- (7) Off home campus. This instructional arrangement/setting is for providing special education and related services to the following, including students at South Texas Independent School District and Windham Independent School District:
 - (8) Nonpublic day school. This instructional arrangement/setting is for providing special education and related services to students through a contractual agreement with a nonpublic school for special education.
 - (9) Vocational adjustment class/program. This instructional arrangement/setting is for providing special education and related services to a student who is placed on a job with regularly scheduled direct involvement by special education personnel in the implementation of the student's IEP. This instructional arrangement/setting is used in conjunction with the student's individual transition plan and only after the school district's career and technology classes have been considered and determined inappropriate for the student.
- (10) Residential care and treatment facility (not school district resident). This instructional arrangement/setting is for providing special education instruction and related services to students who reside in care and treatment facilities and whose parents do not reside within the boundaries of the school district providing educational services to the students. In order to be considered in this arrangement, the services must be provided on a school district campus. If the instruction is provided at the facility, rather than on a school district campus, the instructional arrangement is considered to be the hospital class arrangement/setting rather than this instructional arrangement. Students with disabilities who reside in these facilities may be included in the average daily attendance of the district in the same way as all other students receiving special education.
- (11) State school for persons with mental retardation. This instructional arrangement/setting is for providing special education and related services to a student who resides at a state school when the services are provided at the state school location. If services are provided on a local school district campus, the student is considered to be served in the residential care and treatment facility arrangement/setting.

§300.552. Placements.

In determining the educational placement of a child with a disability, including a preschool child with a disability, KIPP Inc. Charter School ensures that—

- (a) The placement decision—
 - (1) Is made by a group of persons, including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options; and
 - (2) Is made in conformity with the LRE provisions of this subpart, including §§300.550-300.554;
 - (b) The child's placement—
 - (1) Is determined at least annually;
 - (2) Is based on the child's IEP; and
 - (3) Is as close as possible to the child's home;
 - (c) Unless the IEP of a child with a disability requires some other arrangement, the child is educated in the school that he or she would attend if nondisabled;
 - (d) In selecting the LRE, consideration is given to any potential harmful effect on the child or on the quality of services that he or she needs; and
 - (e) A child with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general curriculum.

§300.553. Nonacademic settings.

In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and the services and activities set forth in §300.306, KIPP Inc. Charter School ensures that each child with a disability participates with nondisabled children in those services and activities to the maximum extent appropriate to the needs of that child.

H. Transition planning (34 CFR 300.29; TEC 29.011; 19 TAC 89.1110)

§300.29. Transition services.

- (a) As used in this part, transition services means a coordinated set of activities for a student with a disability that—
 - (1) Is designed within an outcome-oriented process, that promotes movement from KIPP Inc. Charter School to post-school activities, including postsecondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation;
 - (2) Is based on the individual student's needs, taking into account the student's preferences and interests; and
 - (3) Includes—
 - (i) Instruction;
 - (ii) Related services;
 - (iii) Community experiences;
 - (iv) The development of employment and other post-school adult living objectives; and
 - (v) If appropriate, acquisition of daily living skills and functional vocational evaluation.
 - (b) Transition services for students with disabilities may be special education, if provided as specially designed instruction, or related services, if required to assist a student with a disability to benefit from special education.

§29.011. Transition Planning.

- (a) The Texas Education Agency, the Texas Department of Mental Health and Mental Retardation, and the Texas Rehabilitation Commission shall develop, agree to, and by rule adopt a memorandum of understanding that establishes the respective responsibilities of each agency for the provision of services necessary to prepare students enrolled in special education programs for a successful transition to life outside of the public school system.
- (b) The Texas Education Agency, the Texas Department of Mental Health and Mental Retardation, and the Texas Rehabilitation Commission may request other appropriate agencies to participate in the development of the memorandum of understanding, and each agency requested shall participate and adopt the memorandum. The memorandum must be agreed to by all participating agencies.
- (c) The memorandum may require an agency or a school district to provide a service only if the agency or school district is providing that service at the time the memorandum is adopted. The memorandum shall require each participating agency to participate in the development of a transition plan required by Subsection (e) on the request of a school district.
- (d) The Texas Education Agency shall coordinate the development of the memorandum of understanding.
- (e) KIPP Inc. Charter School develops and annually reviews an individual transition plan (ITP) for each student enrolled in a special education program who is at least 16 years of age. The ITP is developed in a separate document from the individualized education program (IEP) and is not considered a part of the IEP. KIPP Inc. Charter School coordinates development of the ITP with any participating agency as provided in the memorandum of understanding in order to provide continuity and coordination of services among the various agencies and between the ITP and IEP. The school shall request the participation in the development of the ITP of any participating agency recommended by school personnel or requested by the student or the student's parent. The school invites the student and the student's parents or guardians to participate in the development of the ITP. Only those components of the ITP that are the responsibility of the school may be incorporated into the student's IEP. Only the failure to implement those components of a student's ITP that are included in the IEP are subject to the due process procedures of the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.) or to Texas Education Agency complaint procedures. The failure of the school to develop and annually review an ITP for a student is subject only to the Texas Education Agency complaint procedures and not to the due process procedures of the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.). A monitoring visit under Section 29.010 shall include a review of the transition planning requirements under this section. KIPP Inc. Charter School is not liable for the failure of another agency to implement those components of the ITP that are designated as the responsibility of that agency under the memorandum of understanding.

§89.1110. Memorandum of Understanding on Transition Planning for Students Receiving Special Education Services. (by assurance and reference).

I. Certified personnel for the provision of services to children with special needs

(34 CFR 300.26; 34 CFR 300.136; 19 TAC 89.1131; SBEC requirements)

§89.1131. Qualifications of Special Education, Related Service, and Paraprofessional Personnel.

- (a) All special education and related service personnel are certified, endorsed, or licensed in the area or areas of assignment in accordance with 34 Code of Federal Regulations (CFR), §300.23 and §300.136; the Texas Education Code (TEC), §§21.002, 21.003, and 29.304; or appropriate state agency credentials.
- (b) A teacher who holds a special education certificate or an endorsement may be assigned to any level of a basic special education instructional program serving eligible students 3-21 years of age, as defined in §89.1035(a) of this title (relating to Age Ranges for Student Eligibility), in accordance with the limitation of their certification, except for the following.
 - (1) Persons assigned to provide speech therapy instructional services must hold a valid Texas Education Agency (TEA) certificate in speech and hearing therapy or speech and language therapy, or a valid state license as a speech/language pathologist.
 - (2) Teachers holding only a special education endorsement for early childhood education for children with disabilities are assigned only to programs serving infants through Grade 6.
 - (3) Teachers assigned full-time to teaching students who are orthopedically impaired or other health impaired with the teaching station in the home or a hospital are not required to hold a special education certificate or endorsement as long as the personnel file contains an official transcript indicating that the teacher has completed a three-semester-hour survey course in the education of students with disabilities and three semester hours directly related to teaching students with physical impairments or other health impairments.
 - (4) Teachers certified in the education of students with visual impairments are available to students with visual impairments, including deaf-blindness, through one of KIPP Inc. Charter School's instructional options, a shared services arrangement with other school districts, or an education service center (ESC). A teacher who is certified in the education of students with visual impairments attends each admission, review, and dismissal (ARD) committee meeting or individualized family service plan (IFSP) meeting of a student with a visual impairment, including deaf-blindness.
 - (5) Teachers certified in the education of students with auditory impairments are available to students with auditory impairments, including deaf-blindness, through one of KIPP Inc. Charter School's instructional options, a regional day school program for the deaf, a shared services arrangement with other school districts, or an ESC. A teacher who is certified in the education of students with auditory impairments must attend each ARD committee meeting or IFSP meeting of a student with an auditory impairment, including deaf-blindness.
 - (6) *The following provisions apply to physical education.*
 - (A) When the ARD committee has made the determination and the arrangements are specified in the student's individualized education program (IEP), physical education is provided by the following personnel:
 - (i) special education instructional or related service personnel who have the necessary skills and knowledge;
 - (ii) physical education teachers;
 - (iii) occupational therapists;
 - (iv) physical therapists; or
 - (v) occupational therapy assistants or physical therapy assistants working under supervision in accordance with the standards of their profession.
 - (B) When these services are provided by special education personnel, the school must document that they have the necessary skills and knowledge. Documentation may include, but need not be limited to, inservice records, evidence of attendance at seminars or workshops, or transcripts of college courses.
 - (7) Teachers assigned full-time or part-time to instruction of students from birth through age two with visual impairments, including deaf-blindness, are certified in the education of students with visual impairments. Teachers assigned full-time or part-time to instruction of students from birth through age two who are deaf, including deaf-blindness, are certified in education for students who are deaf and severely hard of hearing. Other certifications for serving these students shall require prior approval from TEA.
 - (8) Teachers with secondary certification with the generic delivery system are assigned to teach Grades 6-12 only.
- (c) Paraprofessional personnel are certified and may be assigned to work with eligible students, general and special education teachers, and related service personnel. Aides may also be assigned to assist students with special education transportation, serve as a job coach, or serve in support of community-based instruction. Aides paid from state administrative funds may be assigned to the Special Education Resource System (SERS), the Special Education Management System (SEMS), or other special education clerical or administrative duties.

- (d) Interpreting services for students who are deaf shall be provided by an interpreter who is certified in the appropriate language mode(s), if certification in such mode(s) is available. If certification is available, the interpreter will be certified by the Registry of Interpreters for the Deaf or the Texas Commission for the Deaf and Hard of Hearing, unless the interpreter has been granted an emergency permit by the commissioner of education to provide interpreting services for students who are deaf. The commissioner shall consider applications for the issuance of an emergency permit to provide interpreting services for students who are deaf on a case-by-case basis in accordance with requirements set forth in 34 CFR, §300.136, and standards and procedures established by the TEA. In no event will an emergency permit allow an uncertified interpreter to provide interpreting services for more than a total of three school years to students who are deaf.
- (e) Orientation and mobility instruction is provided by a certified orientation and mobility specialist (COMS) who is certified by the Academy for Certification of Vision Rehabilitation and Education.

J. Services to expelled students (34 CFR 300.121(d); 34 CFR 300.522; TEC Chapter 37 – 10 day rule)

§300.121(d). Free appropriate public education (FAPE).

(d) FAPE for children suspended or expelled from KIPP Inc. Charter School.

- (1) KIPP Inc. Charter School need not provide services during periods of removal under §300.520(a)(1) to a child with a disability who has been removed from his or her current placement for 10 school days or less in that school year, if services are not provided to a child without disabilities who has been similarly removed.
- (2) In the case of a child with a disability who has been removed from his or her current placement for more than 10 school days in that school year, KIPP Inc. Charter School, for the remainder of the removals,—
- (i) Provides services to the extent necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP, if the removal is—
- (A) Under the school personnel's authority to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519(b) (§300.520(a)(1)); or
- (B) For behavior that is not a manifestation of the child's disability, consistent with §300.524; and
- (ii) Provides services consistent with §300.522, regarding determination of the appropriate interim alternative educational setting, if the removal is—
- (A) For drug or weapons offenses under §300.520(a)(2); or
- (B) Based on a hearing officer determination that maintaining the current placement of the child is substantially likely to result in injury to the child or to others if he or she remains in the current placement, consistent with §300.521.
- (3) (i) School personnel, in consultation with the child's special education teacher, determine the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed under the authority of school personnel to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519 (§300.520(a)(1)).
- (ii) The child's IEP team determines the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed because of behavior that has been determined not to be a manifestation of the child's disability, consistent with §300.524.

§300.522. Determination of setting.

- (a) General. The interim alternative educational setting referred to in §300.520(a)(2) is determined by the IEP team.
- (b) Additional requirements. Any interim alternative educational setting in which a child is placed under §300.520(a)(2) or 300.521 is—
- (1) Selected so as to enable the child to continue to progress in the general curriculum, although in another setting, and to continue to receive those services and modifications, including those described in the child's current IEP, that will enable the child to meet the goals set out in that IEP; and
- (2) Including services and modifications to address the behavior described in §§300.520(a)(2) or 300.521, that are designed to prevent the behavior from recurring.

§ 37.004. Placement of Students With Disabilities

- (a) The placement of a student with a disability who receives special education services is made only by a duly constituted admission, review, and dismissal committee. Any disciplinary action regarding a student with disabilities that

would constitute a change in placement under federal law may only occur after a manifestation determination review has been conducted by the student's admission, review, and dismissal committee.

(b) All disciplinary actions regarding a student with a disability who receives special education services are determined in accordance with federal law and regulations, including the provision of functional behavioral assessments; positive behavioral interventions, strategies, and supports; behavioral intervention plans; and the manifestation determination review.

(c) A teacher in a disciplinary alternative education program who has a special education assignment holds an appropriate certificate or permit for that assignment. A student with a disability who receives special education services is not placed in alternative education programs solely for educational purposes.

§ 37.004. Placement of Students With Disabilities

(a) The placement of a student with a disability who receives special education services is made only by a duly constituted admission, review, and dismissal committee.

(b) Any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law is taken only after the student's admission, review, and dismissal committee conducts a manifestation determination review under 20 U.S.C. Section 1415(k)(4) and its subsequent amendments. Any disciplinary action regarding the student is determined in accordance with federal law and regulations, including laws or regulations requiring the provision of:

- (1) functional behavioral assessments;
- (2) positive behavioral interventions, strategies, and supports; and
- (3) behavioral intervention plans.

(c) A student with a disability who receives special education services is not placed in alternative education programs solely for educational purposes.

(d) A teacher in an alternative education program under Section 37.008 who has a special education assignment holds an appropriate certificate or permit for that assignment.

(e) Notwithstanding any other provision of this subchapter, in a county with a juvenile justice alternative education program established under Section 37.011, the expulsion under a provision of Section 37.007 described by this subsection of a student with a disability who receives special education services occurs in accordance with this subsection and Subsection (f). The school from which the student was expelled, KIPP Inc. Charter School, in accordance with applicable federal law, provides the administrator of the juvenile justice alternative education program or the administrator's designee with reasonable notice of the meeting of the student's admission, review, and dismissal committee to discuss the student's expulsion. A representative of the juvenile justice alternative education program may participate in the meeting to the extent that the meeting relates to the student's placement in the program. This subsection applies only to an expulsion under:

(1) Section 37.007(b), (c), or (f); or

(2) Section 37.007(d) as a result of conduct that contains the elements of any offense listed in Section 37.007(b)(3) against any employee or volunteer in retaliation for or as a result of the person's employment or association with a school district.

(f) If, after placement of a student in a juvenile justice alternative education program under Subsection (e), the administrator of the program or the administrator's designee has concerns that the student's educational or behavioral needs cannot be met in the program, the administrator or designee will immediately provide written notice of those concerns to KIPP Inc. Charter School, the school district from which the student was expelled. The student's admission, review, and dismissal committee meets to reconsider the placement of the student in the program. The district, in accordance with applicable federal law, provides the administrator or designee with reasonable notice of the meeting, and a representative of the program may participate in the meeting to the extent that the meeting relates to the student's continued placement in the program.

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

§89.1125. Allowable Expenditures of State Special Education Funds.

- (a) Persons paid from special education funds are assigned to instructional or other duties in the special education program and/or to provide support services to the regular education program in order for students with disabilities to be included in the regular program. Support services include, but not are limited to, collaborative planning, co-teaching, small group instruction with special and regular education students, direct instruction to special education students, or other support services determined necessary by the admission, review, and dismissal (ARD) committee for an appropriate program for the student with disabilities. Assignments may include duties supportive to KIPP Inc. Charter School operations equivalent to those assigned to regular education personnel.
- (b) Personnel assigned to provide support services to the regular education program as stated in subsection (a) of this section may be fully funded from special education funds.
- (c) If personnel are assigned to special education on less than a full-time basis, except as stated in subsection (a) of this section, only that portion of time for which the personnel are assigned to students with disabilities is paid from state special education funds.
- (d) State special education funds may be used for special materials, supplies, and equipment which are directly related to the development and implementation of individualized education programs (IEPs) of students and which are not ordinarily purchased for the regular classroom. Office and routine classroom supplies are not allowable. Special equipment may include instructional and assistive technology devices, audiovisual equipment, computers for instruction or assessment purposes, and assessment equipment only if used directly with students.
- (e) State special education funds may be used to contract with consultants to provide staff development, program planning and evaluation, instructional services, assessments, and related services to students with disabilities.
- (f) State special education funds may be used for transportation only to and from residential placements. Prior to using federal funds for transportation costs to and from a residential facility, a district must use state or local funds based on actual expenses up to the state transportation maximum for private transportation contracts.
- (g) State special education funds may be used to pay staff travel to perform services directly related to the education of eligible students with disabilities. Funds may also be used to pay travel of staff (including administrators, general education teachers, and special education teachers and service providers) to attend staff development meetings for the purpose of improving performance in assigned positions directly related to the education of eligible students with disabilities. In no event will the purpose for attending such staff development meetings include time spent in performing functions relating to the operation of professional organizations. In accordance with 34 Code of Federal Regulations, §300.382(j), funds may also be used to pay for the joint training of parents and special education, related services, and general education personnel.

§105.11. Maximum Allowable Indirect Cost.

No more than 15 % of each school district's Foundation School Program special allotments under the Texas Education Code, Chapter 42, Subchapter C, may be expended for indirect costs related to the following programs: compensatory education, gifted and talented education, bilingual education and special language programs, career and technology education, and special education. Indirect costs may be attributed to the following expenditure function codes: 34 - Student Transportation; 41 - General Administration; 81 - Facilities Acquisition and Construction; and the Function 90 series of the general fund, as defined in the Texas Education Agency (TEA) bulletin, Financial Accountability System Resource Guide.

CFR=Code of Federal Regulations

TEC=Texas Education Code

TAC=Texas Administrative Code

KIPP, Inc. – Additional Information Required for Charter Renewal

Assumed Name Certificates

Assumed name certificates for KIPP, Inc. were filed and processed by the Texas Secretary of State for each of its two campus names: KIPP Academy and KIPP Austin College Prep.

Special Education

All special education services (including resource) are available to students with disabilities within the typical instructional day. Any exceptions to this availability are made on an individual basis by the ARD committee, and such a decision by an ARD committee would not result in discrimination by requiring these students to have an instructional day that is longer than what is required of other students.

Section X. Information Request

Place the following information requests in **Attachment 4, Special Needs Students/Programs Information Request.**

Information Requests

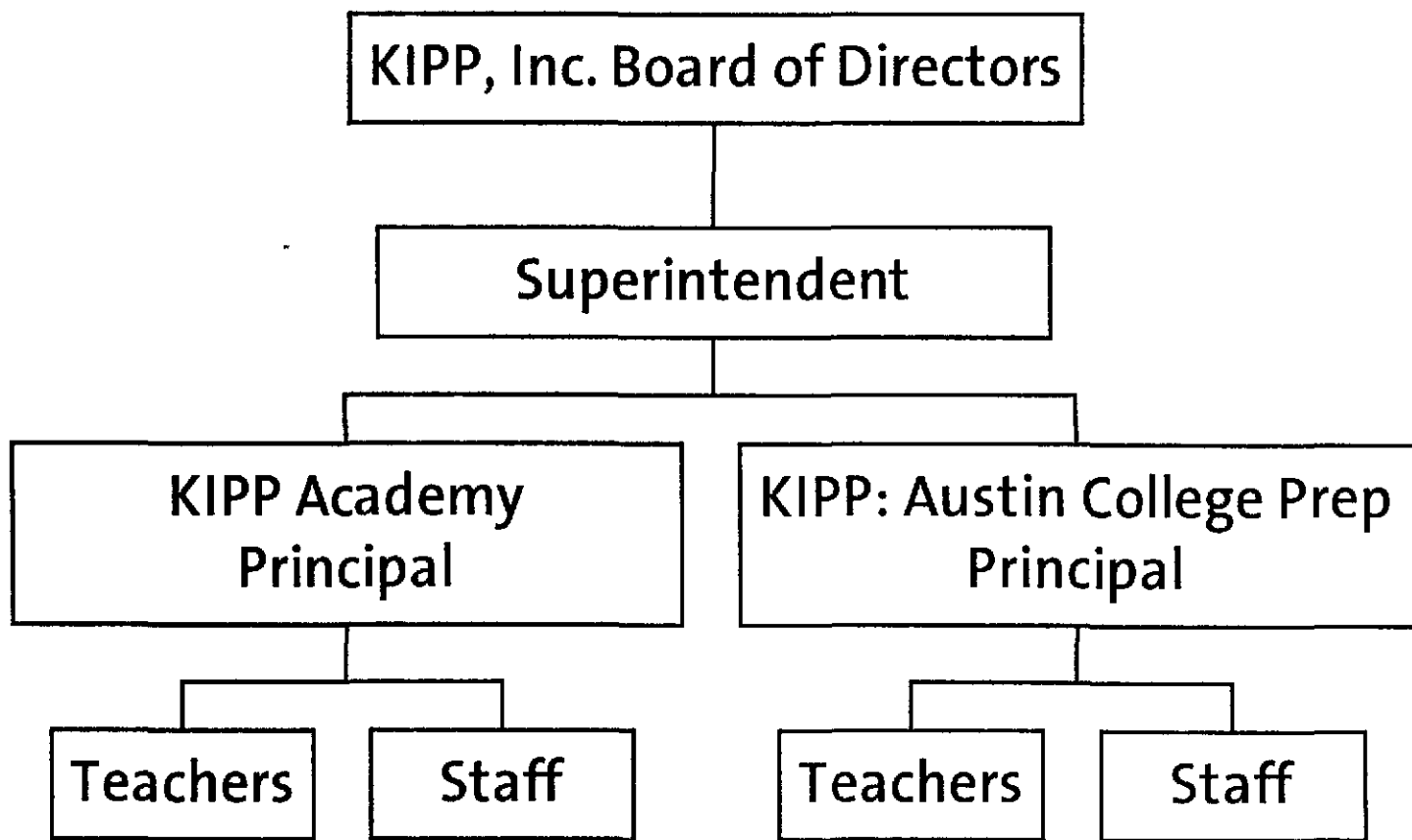
- A. Current copy of the charter school's informational brochure/pamphlet
- B. Current blank copy of the initial pre-selection data sheet for potential students – the form or student information requested for the charter school's admission method (i.e., lottery, etc.)
- C. Current blank copy of the student enrollment card once the student is selected for enrollment in the charter school
- D. As part of Attachment 4, provide a brief description of the charter school's instructional arrangements/settings (mainstream*, resource room/services, self-contained, etc.) implemented for the provision of special education and related services**. This description is not limited to, but must include information on the location of services (in relation to the general education setting) and the staffing of personnel.
- * If the charter school has students with disabilities receiving special education and related services in the instructional arrangement/setting of mainstream, then provide information on the provision of support services by qualified special education personnel.
- ** Currently, if the charter school has no students with disabilities receiving special education and related services, then provide information based on previous school years. If the charter school has never had students with disabilities receiving special education and related services, then provide information based on the possibility of the enrollment of a student with a disability that would receive special education and related services in the various special education instructional arrangements/settings.
- E. As part of Attachment 4, provide a brief description of the charter school's system for placement decisions* with transfer students that previously received special education and related services from another district/charter school in any instructional arrangement/setting EXCEPT mainstream.
- *If the initial placement prior to the 30-day transfer ARD is a mainstream instructional arrangement/setting, provide a detailed explanation for this decision.

For further **CLARIFICATION** on Section X. Information Requests, please contact Carolyn Dietrich in the Division of Special Education (512-463-9362).

Attachment 1

Organizational Chart

KIPP, Inc. Organizational Chart



Attachment 2

Criminal History Records for Board Members

Criminal History Records/Background

PAGES 42 - 44 = 3 PAGES

3 PAGES HAVE BEEN WITHHELD UNDER SECTIONS 411.0845 AND
411.0901 OF THE GOVERNMENT CODE

One page containing
criminal history information
was removed. For more
information or to request
a copy of this page,
please contact:

Texas Education Agency
Division of Charter Schools
1701 N Congress Ave
Austin, TX 78701
512.463.9575

Criminal History Records/Background

PAGES 46 - 56 = 11 PAGES

11 PAGES HAVE BEEN WITHHELD UNDER SECTIONS 411.0845 AND
411.0901 OF THE GOVERNMENT CODE

Attachment 3

Board Member Biographical Affidavits

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT (Attachment 3)
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing board of the charter holder
- Member of the governing board for the charter school

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

School officer

State Position as defined in TEC 12.1012

Full Name of Charter Holder (i.e., nonprofit corporation, institution of higher education, or governmental entity)

KIPP, Inc.

Full Name of Charter School

KIPP Academy

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

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

1. Full Name (Initials Not Acceptable) Laurie Ann Bieber

2. Have you ever had your name changed or used another name? No

If yes, give reason for the change: _____

b. Maiden Name (if female) _____

c. Other names used at any time _____

3. Social Security Number: [REDACTED]

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

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

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

DATES	EMPLOYER	ADDRESS	TITLE
6/95-8/01	KIPP Academy	10711 KIPP Way	Teacher/Director of Development

List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE
None			

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

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

8. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details:

Dated and signed this 16th day of August, 2002, at Houston

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Lawrie A. Pieter
(Signature of Affiant)

State of TEXAS

Renewal Application

County of Harris

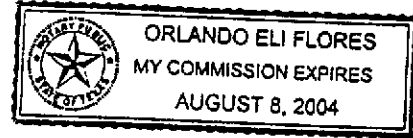
Personally appeared before me the above named Laurie Ann Bieber personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 16th day of August, 2002.

Wlendo
(Notary Public)

(SEAL)

My commission expires 8-8-04



TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT (Attachment 3)
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing board of the charter holder
- Member of the governing board for the charter school

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

School officer:

State Position as defined in TEC 12.1012

Full Name of Charter Holder (i.e., nonprofit corporation, institution of higher education, or governmental entity)

KIPP, Inc.

Full Name of Charter School

KIPP Academy

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

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

1. Full Name (Initials Not Acceptable) Sharon Lee Bush

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

If yes, give reason for the change:

b. Maiden Name (if female) Smith

c. Other names used at any time

3. Social Security Number: [REDACTED]

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

POSITION	COMPENSATION
Board Director	None

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

DATES EMPLOYER ADDRESS TITLE

None

- List all previous experience with any charter school management company:

DATES EMPLOYER ADDRESS TITLE

None

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

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

- 8. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details:

Dated and signed this 26th day of August, 2002, at Houston

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

State of

Texas

(Signature of Affiant)

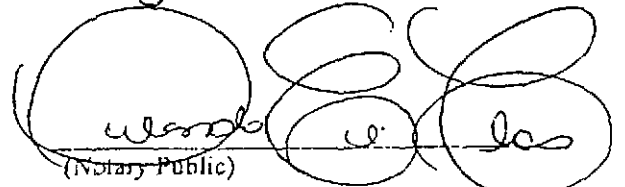
00063

Renewal Application

County of Harris

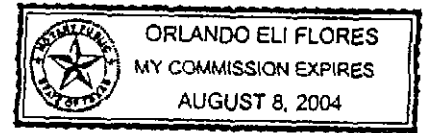
Personally appeared before me the above named Sharon Lee Bush personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 26th day of August, 2002.


(Notary Public)

(SEAL)

My commission expires 8-8-04



00064

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT (Attachment 3)
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing board of the charter holder
- Member of the governing board for the charter school

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

School officer

State Position as defined in TEC 12.1012

Full Name of Charter Holder (i.e., nonprofit corporation, institution of higher education, or governmental entity)

KIPP, Inc.

Full Name of Charter School

KIPP Academy

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

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

1. Full Name (Initials Not Acceptable)

Phyllis Elaine Childress

2. Have you ever had your name changed or used another name? No

If yes, give reason for the change: _____

b. Maiden Name (if female) Schraub

c. Other names used at any time _____

3. Social Security Number: 

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

POSITION

COMPENSATION

Board Director

None

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

DATES	EMPLOYER	ADDRESS	TITLE
None			

List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE
None			

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

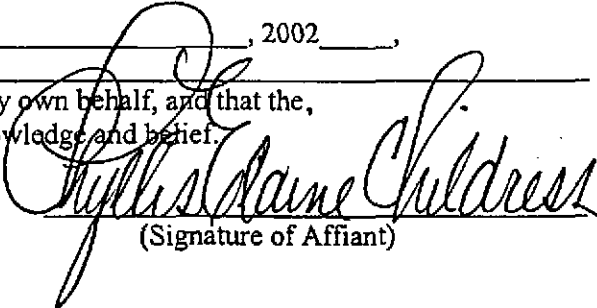
7. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the charter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

8. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details: _____

Dated and signed this 26 day of August , 2002, at _____

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.


(Signature of Affiant)

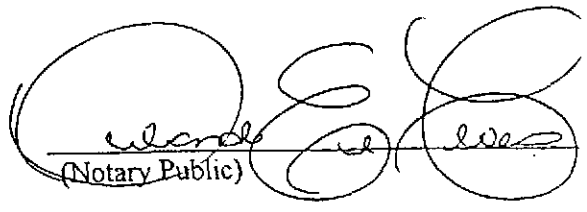
State of Texas

County of Harris

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

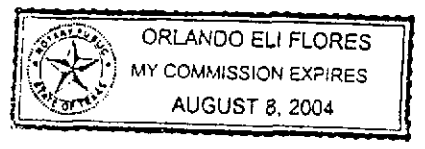
Renewal Application

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


(Notary Public)

(SEAL)

My commission expires 8-8-04



TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT (Attachment 3)
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing board of the charter holder
- Member of the governing board for the charter school

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

School officer

State Position as defined in TEC 12.1012

Full Name of Charter Holder (i.e., nonprofit corporation, institution of higher education, or governmental entity)

KIPP, Inc.

Full Name of Charter School

KIPP Academy

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

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

1. Full Name (Initials Not Acceptable)

FRANKIE JOSEPH COLEMAN, JR.

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

If yes, give reason for the change: NICKNAME

b. Maiden Name (if female)

c. Other names used at any time

3. Social Security Number:



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

POSITION

COMPENSATION

Board Director

None

Renewal Application

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

DATES EMPLOYER ADDRESS TITLE

- None -

List all previous experience with any charter school management company:

DATES EMPLOYER ADDRESS TITLE

- None -

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

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

8. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? NO

If yes, give details:

Dated and signed this 28th day of August, 2002, at Houston, Texas

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Francis Joseph Coleman Jr
(Signature of Affiant)

State of Texas

Renewal Application

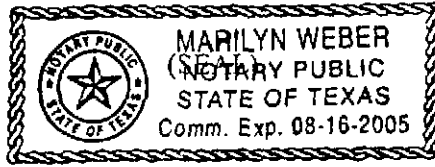
County of HARRIS

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

Subscribed and sworn to before me this 28th day of August
20 05.

Marilyn Weber
(Notary Public)

My commission expires 8/16/2005



TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT (Attachment 3)
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing board of the charter holder
- Member of the governing board for the charter school

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

School officer

State Position as defined in TEC 12.1012

Full Name of Charter Holder (i.e., nonprofit corporation, institution of higher education, or governmental entity)

KIPP, Inc.

Full Name of Charter School

KIPP Academy

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

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

1. Full Name (Initials Not Acceptable) DAVID MATTHEW DOLL

2. Have you ever had your name changed or used another name? NO

If yes, give reason for the change: _____

b. Maiden Name (if female) N/A

c. Other names used at any time N/A

3. Social Security Number: [REDACTED]

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

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

Renewal Application

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

DATES	EMPLOYER	ADDRESS	TITLE
NONE			

List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE
NONE			

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

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

8. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? NO

If yes, give details: _____

Dated and signed this 1st day of August, 2002,
at HOUSTON, HARRIS COUNTY, TEXAS

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

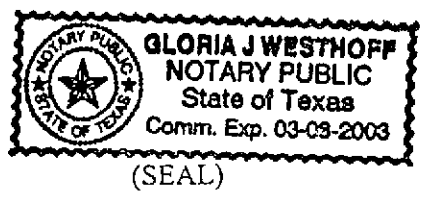
[Signature]
(Signature of Affiant)

State of TEXAS

County of HARRIS

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

Subscribed and sworn to before me this 1st day of AUGUST,
2002.



Gloria Westhoff
(Notary Public)

My commission expires 3-8-2003

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT (Attachment 3)
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing board of the charter holder

Member of the governing board for the charter school

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

School officer

State Position as defined in TEC 12.1012

Full Name of Charter Holder (i.e., nonprofit corporation, institution of higher education, or governmental entity)

KIPP, Inc.

Full Name of Charter School

KIPP Academy

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

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

1. Full Name (Initials Not Acceptable)

Denise Alesia Duvernay

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

If yes, give reason for the change: Marriage

b. Maiden Name (if female) Denise Alesia Duvernay

c. Other names used at any time Denise Alesia Burlew

3. Social Security Number: [REDACTED]

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

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

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

DATES EMPLOYER ADDRESS TITLE

None _____

- List all previous experience with any charter school management company:

DATES EMPLOYER ADDRESS TITLE

None _____

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

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

8. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No _____

If yes, give details: _____

Dated and signed this 26 day of August, 2002,
at _____

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Denise Riverway
(Signature of Affiant)

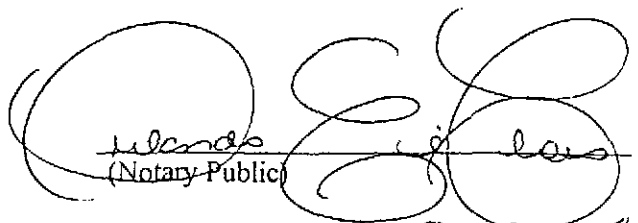
State of Texas

Renewal Application

County of Harris

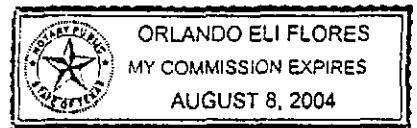
Personally appeared before me the above named Denise Duverney ^{Alesia} personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 26th day of August,
20 08
0208.


(Notary Public)

(SEAL)

My commission expires 8-8-04



TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT (Attachment 3)
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing board of the charter holder

Member of the governing board for the charter school

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

School officer

State Position as defined in TEC 12.1012

Full Name of Charter Holder (i.e., nonprofit corporation, institution of higher education, or governmental entity)

KIPP, Inc. _____

Full Name of Charter School

KIPP Academy _____

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

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

1. Full Name (Initials Not Acceptable) Ted Lynn Estess

2. Have you ever had your name changed or used another name? _____ No _____

If yes, give reason for the change: _____

b. Maiden Name (if female) _____

c. Other names used at any time _____

3. Social Security Number:  _____

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

POSITION

COMPENSATION

Board Director None

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

DATES EMPLOYER ADDRESS TITLE

List all previous experience with any charter school management company:

DATES EMPLOYER ADDRESS TITLE

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

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

8. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details: _____

Renewal Application

Dated and signed this 20 day of August,
2002, at HOUSTON

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Ted L. Estese
(Signature of

Affiant)
State of Texas

County of Harris

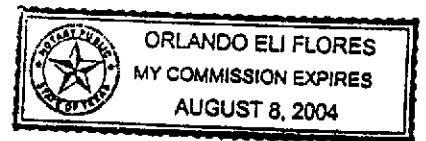
Personally appeared before me the above named Ted Lynn Estese personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

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

Orlando Eli Flores
(Notary Public)

(SEAL)

My commission expires 8-8-04



TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT (Attachment 3)
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing board of the charter holder

Member of the governing board for the charter school

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

School officer

State Position as defined in TEC 12.1012

Full Name of Charter Holder (i.e., nonprofit corporation, institution of higher education, or governmental entity)

KIPP, Inc.

Full Name of Charter School

KIPP Academy

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

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

1. Full Name (Initials Not Acceptable) Kathryn Dayvault Hooper

2. Have you ever had your name changed or used another name? No

If yes, give reason for the change:

b. Maiden Name (if female) Dayvault

c. Other names used at any time NA

3. Social Security Number: [REDACTED]

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

POSITION	COMPENSATION
Board Director	None

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

DATES EMPLOYER ADDRESS TITLE

None _____

List all previous experience with any charter school management company:

DATES EMPLOYER ADDRESS TITLE

None _____

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

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

8. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details: _____

Dated and signed this 26 day of August, 2002, at Houston, Texas

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Kathryn D. Hooper
(Signature of Affiant)

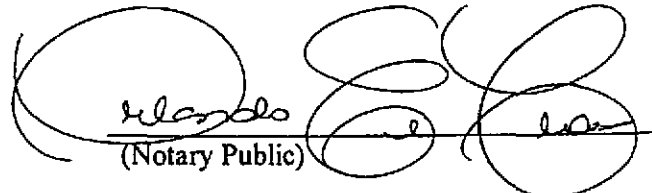
State of Texas _____

Renewal Application

County of Harris

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

Subscribed and sworn to before me this 26th day of August,
20 02.


(Notary Public)

(SEAL)

My commission expires 8-8-04

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT (Attachment 3)
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing board of the charter holder
- Member of the governing board for the charter school

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

School officer

State Position as defined in TEC 12.1012

Full Name of Charter Holder (i.e., nonprofit corporation, institution of higher education, or governmental entity)

KIPP, Inc.

Full Name of Charter School

KIPP Academy

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

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

1. Full Name (Initials Not Acceptable) Barbara Raye Hurwitz

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

If yes, give reason for the change: Married

b. Maiden Name (if female) Gollub

c. Other names used at any time No

3. Social Security Number: [REDACTED]

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

POSITION

COMPENSATION

Board Director

None

5. List all previous experience with charter schools. Include open-enrollment schools and/or campus or program charters: None

DATES EMPLOYER ADDRESS TITLE

List all previous experience with any charter school management company: None

DATES EMPLOYER ADDRESS TITLE

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

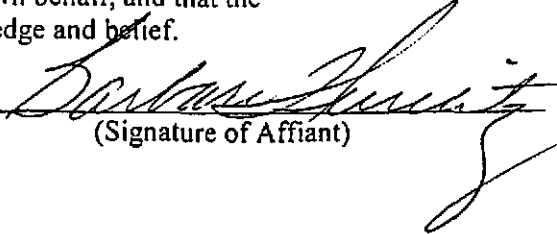
7. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the charter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

8. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details: _____

Dated and signed this 26 day of August ,
 2002 , at 4:30 PM Houston _____

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.


(Signature of Affiant)

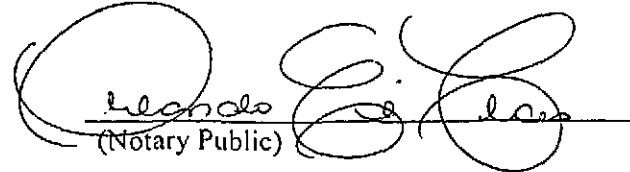
State of Texas Texas

Renewal Application

County of Harris _____

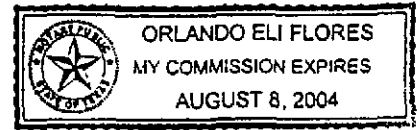
Personally appeared before me the above named Barbara Rave Hurwitz personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 26 day of August,
2002.


(Notary Public)

(SEAL)

My commission expires 8-8-04



TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT (Attachment 3)
(MUST BE TYPED and NOTARIZED)

Check all that apply:

- Member of the governing board of the charter holder
- Member of the governing board for the charter school

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

School officer

State Position as defined in TEC 12.1012

Full Name of Charter Holder (i.e., nonprofit corporation, institution of higher education, or governmental entity)

KIPP, Inc.

Full Name of Charter School

KIPP Academy

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

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

1. Full Name (Initials Not Acceptable)

Shawn Hurwitz

2. Have you ever had your name changed or used another name? NO

If yes, give reason for the change: _____

b. Maiden Name (if female) _____

c. Other names used at any time _____

3. Social Security Number: [REDACTED]

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

POSITION

COMPENSATION

Board Director

None

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

DATES	EMPLOYER	ADDRESS	TITLE

List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE

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

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

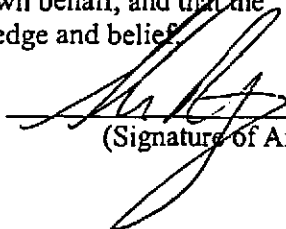
8. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? NO

If yes, give details: _____

Dated and signed this 31 day of July , 20 02 , at _____

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

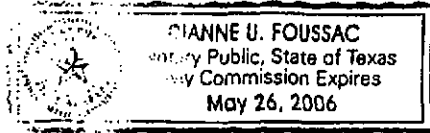
State of Texas


(Signature of Affiant)

County of Harris

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

Subscribed and sworn to before me this 31 day of JULY,
2002.



(SEAL)

Gianne U. Fousseac
(Notary Public)

My commission expires MAY 26, 2006

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

DATES	EMPLOYER	ADDRESS	TITLE
None			

- List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE
None			

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

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

8. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details: _____

Dated and signed this 29 day of August ,
 20 02 , at Houston _____

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Ann Kimball Johnson
(Signature of Affiant)

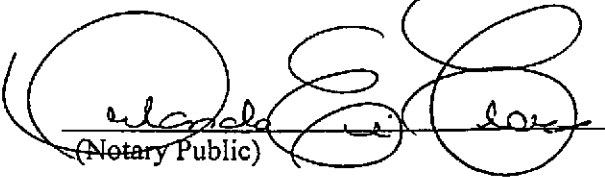
State of TEXAS

Renewal Application

County of Harris

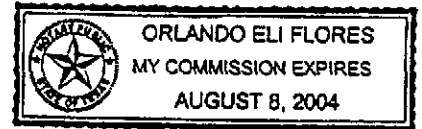
Personally appeared before me the above named Ann Kimball Johnson personally known to me, who, being duly sworn, deposes and says that he/she executed the above instrument and that the statements and answers contained therein are true and correct to the best of his/her knowledge and belief.

Subscribed and sworn to before me this 26th day of August, 2002.


(Notary Public)

(SEAL)

My commission expires 8-8-04



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

DATES EMPLOYER ADDRESS TITLE
NONE _____

List all previous experience with any charter school management company:

DATES EMPLOYER ADDRESS TITLE
NONE _____

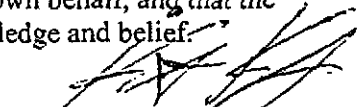
6. Will you or any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the charter holder or the charter school? No If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

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

8. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details: _____

Dated and signed this 26th day of August 2002, at _____
I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.



(Signature of Affiant)

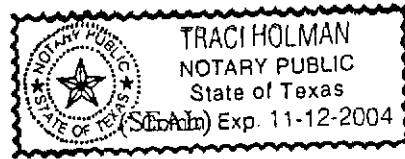
State of _____

Renewal Application

County of Harris

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

Subscribed and sworn to before me this 26 day of August,
20 07.



Traci Holman
(Notary Public)

My commission expires 11-12-2004

Renewal Application

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

DATES	EMPLOYER	ADDRESS	TITLE
N/A			

List all previous experience with any charter school management company:

DATES	EMPLOYER	ADDRESS	TITLE
N/A			

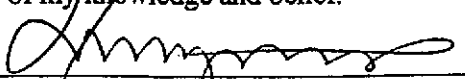
6. Will you or any relative within the third degree of consanguinity (i.e., parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the charter holder or the charter school? NO If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

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

8. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? NO

If yes, give details: _____

Dated and signed this 31 day of July, 2002, at
Houston TX. I hereby certify under penalty of perjury that I am acting on my own behalf,
and that the foregoing statements are true and correct to the best of my knowledge and belief.


(Signature of Affiant)

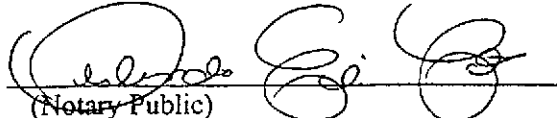
State of Texas _____

Renewal Application

County of Harris

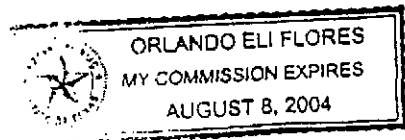
Personally appeared before me the above named Harvin Cooper Moor
personally known to me, who, being duly sworn, deposes and says that he/she executed the above
instrument and that the statements and answers contained therein are true and correct to the best
of his/her knowledge and belief. J

Subscribed and sworn to before me this 31st day of July,
20 02.


(Notary Public)

(SEAL)

My commission expires 8/8/04



**TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT (Attachment 3)
(MUST BE TYPED and NOTARIZED)**

Check all that apply:

- Member of the governing board of the charter holder
- Member of the governing board for the charter school

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

School officer

State Position as defined in TEC 12.1012

Full Name of Charter Holder (i.e., nonprofit corporation, institution of higher education, or governmental entity)

_____ KIPP, Inc. _____

Full Name of Charter School

_____ KIPP Academy _____

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

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

1. Full Name (Initials Not Acceptable)

_____ Shannon Owen Moore _____

2. Have you ever had your name changed or used another name? NO

If yes, give reason for the change: _____

b. Maiden Name (if female) _____

c. Other names used at any time _____

3. Social Security Number:  _____

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

POSITION	COMPENSATION
Board Director	None
_____	_____
_____	_____
_____	_____

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

DATES EMPLOYER ADDRESS TITLE

None _____

- List all previous experience with any charter school management company:

DATES EMPLOYER ADDRESS TITLE

None _____

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

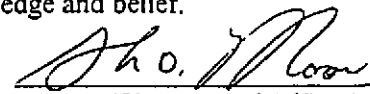
7. Will your spouse or any of your spouse's relatives within the third degree of consanguinity (i.e., his or her parent, grandparent, great-grandparent, child, grandchild, great-grandchild, sibling, aunt, uncle, niece, nephew) be employed by or receive any compensation or remuneration from the charter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

8. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction or pleaded guilty or nolo contendere to any information or indictment charging a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? NO _____

If yes, give details: _____

Dated and signed this 27th day of August, 2002, at _____

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.


(Signature of Affiant)

Renewal Application

State of Texas

County of Harris

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

Subscribed and sworn to before me this 27th day of August
20 02.



Jennifer Halper
(Notary Public)

My commission expires 11-3-05

TEXAS EDUCATION AGENCY
OPEN-ENROLLMENT CHARTER SCHOOL APPLICANT
BIOGRAPHICAL AFFIDAVIT (Attachment 3)
(MUST BE TYPED and NOTARIZED)

Check all that apply:

Member of the governing board of the charter holder

Member of the governing board for the charter school

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

School officer

State Position as defined in TEC 12.1012

Full Name of Charter Holder (i.e., nonprofit corporation, institution of higher education, or governmental entity)

KIPP, Inc.

Full Name of Charter School

KIPP Academy

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

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

1. Full Name (Initials Not Acceptable) Karol Katz Musher

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

If yes, give reason for the change: _____

b. Maiden Name (if female) Katz

c. Other names used at any time _____

3. Social Security Number: [REDACTED]

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

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

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

DATES EMPLOYER ADDRESS TITLE

None _____

List all previous experience with any charter school management company:

DATES EMPLOYER ADDRESS TITLE

None _____

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

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

8. Have you ever been convicted or had a sentence imposed or suspended or had pronouncement of a sentence suspended or been pardoned for conviction of or pleaded guilty or nolo contendere to any information or indictment charging a misdemeanor involving moral turpitude or any felony or have you been the subject of any disciplinary proceedings of any federal or state regulatory agency? No

If yes, give details: _____

Dated and signed this 28th day of August, 2002
at _____

I hereby certify under penalty of perjury that I am acting on my own behalf, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Karol K Masler

(Signature of Affiant)

State of _____

Renewal Application

County of Harris

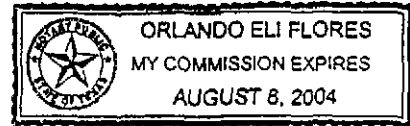
Personally appeared before me the above named KAROL KATZ MUSHET
personally known to me, who, being duly sworn, deposes and says that he/she executed the above
instrument and that the statements and answers contained therein are true and correct to the best
of his/her knowledge and belief.

Subscribed and sworn to before me this 28th day of AUGUST,
20 02.


(Notary Public)

(SEAL)

My commission expires 8-8-04



Attachment 4

Special Needs Students/Programs Information Request

KIPP

A C A D E M Y

F O U N D E D 1 9 9 4



AN INNOVATIVE AND EFFECTIVE FRAMEWORK FOR PUBLIC SCHOOLS

Guiding Principles:

KIPP is built upon a few, simple, fundamental principles:

- There are no shortcuts.
- Success is built through desire, discipline, and dedication.
- The path to success is education.
- KIPP Academy's goals for its students are:
 1. Learn the rigorous academic skills fundamental to success in high school and college.
 2. Become curious, creative, habitual thinkers and scholars.
 3. Develop the qualities of character necessary to be proactive, self-disciplined citizens inside and outside the school.
 4. Develop leadership skills.
 5. Develop and realize individual goals of achievement based on high expectations.

2002 Results:

- Again named an Exemplary School by Texas Education Agency, over 99% of all KIPP students passed all sections of the Texas Assessment of Academic Skills (TAAS). In Math, Writing, and Science, KIPP students earned a perfect passing rate of 100%. In Reading and Social Studies, KIPP students earned a school-wide passing rate of 99%. All students were tested; **KIPP claimed no exemptions.**
- Eighth graders who finished KIPP in the last 4 years (1999 – 2002) have accepted over \$11 million in high school scholarships.

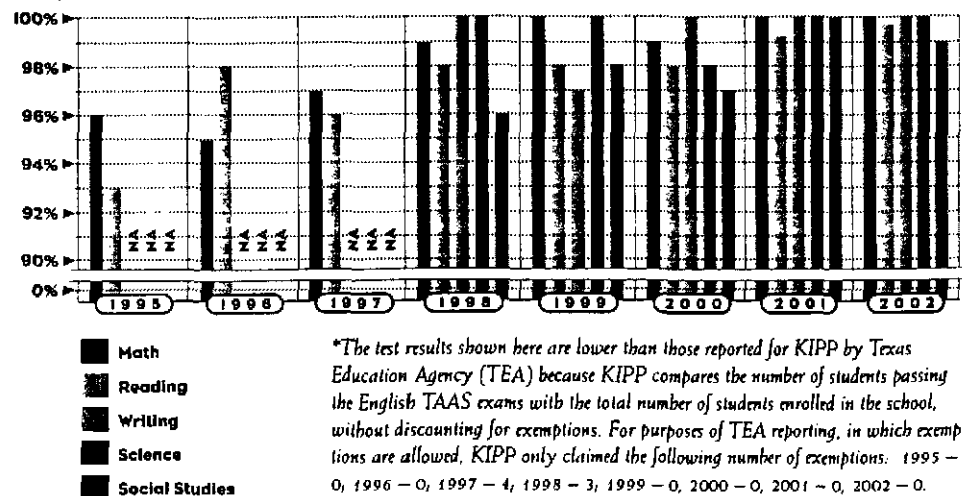
KIPP is an acronym for Knowledge Is Power Program. KIPP Academy is an academically rigorous public charter school serving predominantly low-income, minority students in grades five through nine. KIPP teachers, students, and parents sign a written Commitment to Excellence Form that specifies attendance from 7:25 a.m. to 5:00 p.m. during the week, for four hours on Saturdays, and for one month each summer. This agreement obligates teachers to do whatever it takes to help the students learn and obligates parents to reinforce the students' commitment, ensure attendance, and help with two to three hours of homework each evening.

KIPP was first chartered by the Houston Independent School District in 1995 and by the Texas Education Agency in 1998. KIPP is a non-profit, 501(c)(3) organization.

KIPP's Mission:

To prepare students with the academic skills, intellectual habits, and qualities of character necessary to succeed in high school, college, and the competitive world beyond.

Texas Assessment of Academic Skills (TAAS) School-Wide Results*



KIPP Students:

- ☛ 335 students enrolled in grades 5-9.
- ☛ All spend 67% more time in school than other public school students.
- ☛ All sign the *KIPP Commitment to Excellence Form* pledging attendance and diligence.
- ☛ Approximately 75% are Hispanic, 20% are African-American, 4% are Asian-American, and 1% is Caucasian.
- ☛ 85% are eligible for federal breakfast and lunch programs.

KIPP Teachers:

- ☛ Eighteen teachers for the 2002-2003 school year.
- ☛ Make home visits to provide homework assistance, and help teach parents methods of academic support.
- ☛ Provide transportation to and from school for those students who do not have transportation.
- ☛ Are on call 24-hours, providing students with home phone, cellular, and pager numbers, and respond to a toll-free 1-800 number for student homework questions and emergencies.

Beyond KIPP:

KIPP continues to track the progress of its students as they enter high school and college. Since 1999, KIPP students have been accepted to some of Houston's and the nation's more prestigious high schools including:

HOUSTON PUBLIC SCHOOLS

- ☛ Bellaire Foreign Language Magnet High School
- ☛ Carver Magnet High School
- ☛ DeBakey Health Professions Magnet High School for the Performing and Visual Arts
- ☛ Jones Vanguard
- ☛ Lamar Business Administration Magnet High School
- ☛ Middle College for Technology Careers
- ☛ Washington Engineering Magnet High School
- ☛ YES College Preparatory

HOUSTON AREA PRIVATE SCHOOLS

- ☛ The Awty International School
- ☛ The Chinquapin (Girls) School
- ☛ Duchesne Academy
- ☛ Episcopal High School
- ☛ Incarnate Word Academy
- ☛ The John Cooper School
- ☛ The Kinkoid School
- ☛ Mount Carmel High School
- ☛ Second Baptist School
- ☛ Saint Agnes Academy
- ☛ St. John's School
- ☛ St. Pius X High School
- ☛ St. Stephen's Episcopal School
- ☛ St. Thomas High School
- ☛ Strake Jesuit College Preparatory

NATIONAL BOARDING SCHOOLS

- ☛ The Asheville School (North Carolina)
- ☛ Baylor School (Tennessee)
- ☛ The Blue Ridge School (Virginia)
- ☛ Bootstrap Ranch High School (Montana)
- ☛ Brooks School (Massachusetts)
- ☛ Cate School (California)
- ☛ The Chinquapin (Boys) School (Texas)
- ☛ Choate Rosemary Hall (Connecticut)
- ☛ Concord Academy (Massachusetts)
- ☛ Conserve School (Wisconsin)
- ☛ Dana Hall (Massachusetts)
- ☛ Deerfield Academy (Massachusetts)
- ☛ Dublin School (New Hampshire)
- ☛ Eagle Rock School (Colorado)
- ☛ Edina A Better Chance Program (Minnesota)
- ☛ Episcopal High School (Virginia)
- ☛ Fountain Valley School of Colorado (Colorado)
- ☛ Foxcroft School (Virginia)
- ☛ Carrison Forest School (Maryland)
- ☛ George School (Pennsylvania)
- ☛ Croton School (Massachusetts)
- ☛ The Cunnery (Connecticut)
- ☛ Hoekaday School (Texas)
- ☛ The Hotchkiss School (Connecticut)
- ☛ Kent School (Connecticut)
- ☛ Lake Forest Academy (Illinois)
- ☛ The Lawrenceville School (New Jersey)
- ☛ The Loomis Chaffee School (Connecticut)
- ☛ The Madeira School (Virginia)
- ☛ The Marvelwood School (Connecticut)
- ☛ The Masters School (Connecticut)
- ☛ Midland School (California)
- ☛ Millbrook School (New York)
- ☛ Milton Academy (Massachusetts)
- ☛ Miss Hall's School (Massachusetts)
- ☛ Miss Porter's School (Connecticut)
- ☛ New Mexico Military Institute (New Mexico)
- ☛ Northfield Mount Hermon School (Massachusetts)
- ☛ Oldfields School (Maryland)
- ☛ The Orme School (Arizona)
- ☛ The Peddie School (New Jersey)
- ☛ Phillips Andover Academy (Massachusetts)
- ☛ Phillips Exeter Academy (New Hampshire)
- ☛ Pomfret School (Connecticut)
- ☛ Portsmouth Abbey School (Rhode Island)
- ☛ The Putney School (Vermont)
- ☛ St. Andrew's School (Rhode Island)
- ☛ St. Andrew's-Sewanee School (Tennessee)
- ☛ St. Margaret's School (Virginia)
- ☛ Saint Mark's School (Massachusetts)
- ☛ Saint Mary's Hall (Texas)
- ☛ St. Paul's School (New Hampshire)
- ☛ St. Stephen's Episcopal (Texas)
- ☛ St. Timothy's School (Maryland)
- ☛ Salisbury School (Connecticut)
- ☛ San Marcos Baptist (Texas)
- ☛ Stevenson School (California)
- ☛ Stoneleigh-Burnham School (Massachusetts)
- ☛ Subiaco Academy (Arkansas)
- ☛ Tabor Academy (Massachusetts)

- ☛ The Taft School (Connecticut)
- ☛ Texas Military Institute (Texas)
- ☛ Tabor Academy (Massachusetts)
- ☛ Thacher School (California)
- ☛ Trinity-Pawling School (New York)
- ☛ Verde Valley School (Arizona)
- ☛ Vermont Academy (Vermont)
- ☛ Virginia Episcopal School (Virginia)
- ☛ The Williston-Northampton School (Massachusetts)
- ☛ Woodberry Forest (Virginia)

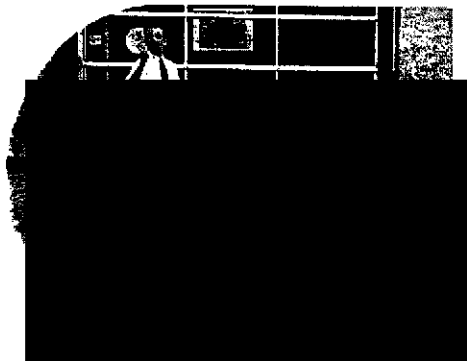
The students who attended KIPP in 1994, its inaugural year, as fifth graders are now freshmen in college. In addition, the first group of KIPPsters to attend KIPP all four years are seniors in high school and are receiving acceptances from colleges and universities every day. As of February 1, 2003 these acceptances include:

- ☛ Adelphi University
- ☛ Agnes Scott College
- ☛ American University
- ☛ Austin College
- ☛ DePaul University
- ☛ Hartwick University
- ☛ Loyola University Chicago
- ☛ Loyola University New Orleans
- ☛ Middlebury College
- ☛ Occidental College
- ☛ Our Lady of the Lake University
- ☛ Sam Houston State University
- ☛ San Jose State University
- ☛ Schreiner University
- ☛ Southern Methodist University
- ☛ Southwestern University
- ☛ St. Edward's University
- ☛ St. Mary's University
- ☛ Stephen F. Austin University
- ☛ Texas A&M College Station
- ☛ Texas Lutheran University
- ☛ Texas Tech University
- ☛ Trinity University
- ☛ Tulane University
- ☛ University of Arizona
- ☛ University of Connecticut
- ☛ University of Dallas
- ☛ University of Houston
- ☛ University of Houston Honors College
- ☛ University of Redlands
- ☛ University of St. Thomas
- ☛ University of Texas at San Antonio
- ☛ University of Texas Pan American
- ☛ Whittier College
- ☛ Worcester Polytechnic Institute

☛ Denotes offers accepted by KIPP students.

Funding:

KIPP's annual budget is approximately \$3,000,000. As a public charter school, KIPP receives nearly \$7,400 annually per student, or \$2,500,000 in state and federal funding for "per pupil" operating costs. KIPP raises nearly \$500,000 annually to supplement this funding, providing students with the full range of academic, cultural, and social programs. Contributed funds pay for students' school supplies, instructional materials, uniforms, Saturday Enrichment classes, Saturday lunches, student field lessons, and alumni support throughout their high school years.



Major Donors to KIPP Academy since 1997*

AIM Foundation
 AIG-VALIC
 [Redacted]
 Andre Agassi Charitable Foundation
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 The North Hills School
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 The Pisces Foundation
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 RBI Foundation
 RCK Foundation
 RSMIS Foundation
 [Redacted]
 Randalls Food Markets
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[Redacted]
 Sam Houston Race Park
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 W. A. & Madeline Smith Charitable Trust/
 [Redacted]
 Spindletop Charities, Inc.
 The Abbott and Leslie Sprague Family Foundation
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 Keith and Mattie Stevenson Foundation
 Strake Foundation
 The Tapeats Fund
 The Charles W. and Judy Spence Tate Foundation
 Telecommunications Infrastructure Fund
 Texas Department of Protective and Regulatory Services
 Texas Education Agency
 Theatre Under The Stars
 1999 Theta Charity Antiques Show
 [Redacted]
 Tracy Gee Memorial Pro-Am Tennis Tournament/
 Houston City Club
 USX Corporation
 United States Department of Education
 Vinson & Elkins
 Todd R. Wagner Foundation
 The Katherine and George Walker Foundation
 Walton Family Foundation
 Wendy's Hamburgers
 [Redacted]
 [Redacted]

*Contributors of \$2,000 or more

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Laurie Bieber
Director of Community Development
KIPP National

Sharon Bush
Community Volunteer

Phyllis Childress
Director of Corporate Marketing
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Hank Coleman
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KIPP Alumna Parent

Dr. Ted Estess
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University of Houston

James Hernandez
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Episcopal High School

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KIPP Academy Parent

Leslie Weiss
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Advisors:

Harriett Ball
Founder and CEO
Musical Ball Points

Stuart Dow
Head of School
The Emery/Weiner School


The Honorable Mark Ellis
Houston City Council Member
District F

Rafe Esquith
1992 Disney Teacher of the Year
Hobart Boulevard Elementary
School, Los Angeles USD

The Honorable Sylvia R. Garcia
Harris County Commissioner

Ben Glisan
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Congressman Richard Gephardt

Karol Musher
Speech and Language Pathologist
Texas Children's Hospital

Marisa Ramirez
Community Volunteer

Kathleen Sutton
Principal and Partner
The Dini Partners

Marina Ballantyne Walne
EduStart



Contacts:

Jennifer Dewhirst
*Director of High School
Placement and Alumni Services*

Denise Garcia Swisher
*Director of College Placement
and Alumni Services*

Oscar Gonzalez
*Director of Student and Family
Support Services and Athletics*

Dena Garcia
Dean of Students

Catherine North
Director of Development

Elliott Witney
School Director

Michael Feinberg
Superintendent

KIPP Academy

10711 KIPP Way 832-328-1051 phone
Houston, Texas 832-328-0178 fax
77099 www.kipp-houston.org

KIPP Commitment to Excellence Form:

TEACHERS' COMMITMENT

We fully commit to KIPP in the following ways:

- ☛ We will arrive at KIPP every day by 7:15 A.M. (Mon. - Fri.)
- ☛ We will remain at KIPP until 5:00 P.M. (Monday - Thursday) and 4:00 P.M. on Friday.
- ☛ We will come to KIPP on appropriate Saturdays at 9:15 A.M. and remain until 1:05 P.M.
- ☛ We will teach at KIPP during the summer. (June 16 - July 3, 2003)
- ☛ We will always teach in the best way we know how, and we will do whatever it takes for our students to learn.
- ☛ We will always make ourselves available to students, parents, and any concerns they might have.
- ☛ We will always protect the safety, interests, and rights of all individuals in the classroom.

Failure to adhere to these commitments can lead to our removal from KIPP.

SIGNATURE

SIGNATURE

PARENTS' / GUARDIANS' COMMITMENT

We fully commit to KIPP in the following ways:

- ☛ We will make sure our child arrives at KIPP every day by 7:25 a.m. (Mon. - Fri.), or boards a KIPP bus at the scheduled time.
- ☛ We will make arrangements for our child to remain at KIPP until 5:00 p.m. (Monday - Thursday) and 4:00 P.M. on Friday.
- ☛ We will make arrangements for our child to come to KIPP on appropriate Saturdays at 9:15 A.M. and remain until 1:05 P.M.
- ☛ We will ensure that our child attends KIPP summer school (June 16 - July 3, 2003).
- ☛ We will always help our child in the best way we know how, and we will do whatever it takes for him/her to learn. This also means that we will check our child's homework every night, let him/her call the teacher if there is a problem with the homework, and try to read with him/her every night.
- ☛ We will always make ourselves available to our children, the school, and any concerns they might have. This also means that if our child is going to miss school, we will notify the teacher as soon as possible, and we will read carefully all the papers that the school sends home to us.
- ☛ We will allow our child to go on KIPP field trips.
- ☛ We will make sure our child follows the KIPP dress code.
- ☛ We understand that our child must follow the KIPP rules so as to protect the safety, interests, and rights of all individuals in the classroom. We, not the school, are responsible for the behavior and actions of our child.

Failure to adhere to these commitments can cause my child to lose various KIPP privileges, spend time on the "porch," and can lead to my child returning to his/her home school.

SIGNATURE

STUDENT'S COMMITMENT

I fully commit to KIPP in the following ways:

- ☛ I will arrive at KIPP every day by 7:25 A.M. (Mon. - Fri.), or board a KIPP bus at the correct time.
- ☛ I will remain at KIPP until 5:00 P.M. (Monday - Thursday) and 4:00 P.M. on Friday.
- ☛ I will come to KIPP on appropriate Saturdays at 9:15 A.M. and remain until 1:05 P.M.
- ☛ I will attend KIPP during summer school (June 16 - July 3, 2003).
- ☛ I will always work, think, and behave in the best way I know how, and I will do whatever it takes for me and my fellow students to learn. This also means that I will complete all my homework every night, I will call my teachers if I have a problem with the homework or a problem with coming to school, and I will raise my hand and ask questions in class if I do not understand something.
- ☛ I will always make myself available to parents, teachers, and any concerns they might have. If I make a mistake, this means I will tell the truth to my teachers and accept responsibility for my actions.
- ☛ I will always behave so as to protect the safety, interests, and rights of all individuals in the classroom. This also means that I will always listen to all my KIPP teammates and give everyone my respect.
- ☛ I will follow the KIPP dress code.
- ☛ I am responsible for my own behavior, and I will follow the teachers' directions.

Failure to adhere to these commitments can cause me to lose various KIPP privileges, spend time on the "porch," and can lead to returning to my home school.

SIGNATURE

Date entered:

Last Name

First Name

Father's name

Mother's name

Address

Apt#

Apartment name

City

Zip code

phone #

Dad's Work number

Mom's Work number

CEll phone number

pager #

alternate phone number

Name of person at Alt. number

Current Grade level

old school

district zoned to

referred by

entered by

Attended Meeting

Recruitment Groups

Comments:

Renewal Application

00111

KIPP Academy
 KIPP, Inc. Charter School District
 Enrollment Card—School Year 2002-2003

Renewal Application

Pupil's Last Name	First Name	Sex	Date of Birth	Social Security No.	Grade
Birthplace: City	State	Ethnicity	Home Address		
Father's Last Name	First Name	Home Number		Employer	Cell #
Mother's Last Name	First Name	Home Number		Employer	Cell #
Full Name of Guardian, if not living with one or both parents:		Home Number		Employer	Cell #
Relationship:		Work Number		Cell #	
Last School/District Attended		Name of authorized person(s) able to pick up your child from school:			
School: District:					
Name of relative or neighbor to contact if parents are not available:		Name of family physician in case no one can be reached			
Address Phone #		Address		Phone #	

Parent/Guardian Signature: _____

KIPP Academy
 KIPP, Inc. Charter School District
 Información sobre matrícula—Año escolar 2002-2003

Apellido	Nombre	Sexo	Fecha de Nacimiento	Seguro Social	Grado
Lugar de Nacimiento: Ciudad	Estado	Etnicidad	Dirección		
Nombre del padre: Apellido	Nombre	Teléfono		Lugar de empleo	# de Celular
Nombre de la madre: Apellido	Nombre	Teléfono		Lugar de empleo	# de Celular
Nombre completo de la persona con quien vive si no vive con sus padres:		Teléfono		Lugar de empleo	# de Celular
Relación:		Numero de Trabajo		# de Celular	
Ultima escuela/districto asistida		Nombre de persona(s) autorizado de recojer su hijo/a de la escuela:			
Nombre de la escuela: Distrito:					
Nombre de persona con quien nos podemos poner en contacto si los padres no están disponibles		Nombre de Medico			
Dirección Teléfono		Dirección		Teléfono	

Firma de padre/madre o tutora legal: _____

Information Requests

D. Brief Description of Charter School's Instructional Arrangement/Settings implemented for the provision of special education and related services. (location and staffing of personnel.)

All KIPP Academy students are currently in the mainstream environment with modifications and monitoring and in some cases speech therapy. At KIPP ACP, all SPED students save two are in the mainstream environment with modifications and monitoring. These two SPED students in Austin are in the mainstream environment with modifications and monitoring during the instructional day, and they have resource time during the school's "enrichment period" after traditional school hours. The KIPP Academy SPED designee, Krista Coleman is a full-time employee of KIPP Academy and works in the mainstream environment. As such, Ms. Coleman is on campus during all regular school hours to maintain special education support services for staff and students as needs arise as well as fulfill all tasks such as coordinating related services, tracking student progress on IEP objectives and regular education with TEKS objectives modifications as needed. Ms. Coleman is normally found in the last quad (the campus is set up in quads of temporary buildings for the most part) or in the SPED office within the administrative annex. Terri Page-King, the speech therapist, works with students requiring speech for the amount of time designated on their IEPs each week. Ms. King uses the SPED office or an adjacent conference room in order to have the privacy she needs to work with students. Layli Strasburg is retained as needed for work with student requiring additional SPED services beyond speech and mainstream with monitoring and modifications. Ms. Strasburg uses the SPED office and adjacent conference room as necessary. Anne Backen, the educational diagnostician, is on campus an average of one day a week. Ms. Backen's time at KIPP increases during the beginning of the year, annual ARD time, and at the end of each grading period. Ms. Backen utilizes the SPED office and adjacent conference room as necessary for ARD meeting, student testing and evaluations, teacher conferences, etc. Ms. Backen also regularly attends staff meetings on a monthly basis to in-service staff on necessary special education items. Ms. Mohr, the consultant from KIPP National is also housed on campus in the first quad and is available, if necessary, for additional questions. At KIPP ACP, Erica Fry is the SPED designee and a full-time employee of the school. Her office is located in the back of the school. She can be found in her office or in one of the classrooms, as she is also a co-teacher in General Education classes. When on campus, the professionals from the Austin-based SPED cooperative, Austin Area Charter School Cooperative, with which KIPP ACP contracts can be found either in Ms. Fry's office or the cafeteria.

E. Brief Description of Charter school's system for placement decisions with transfer students that previously received special education and related services from another district/charter school in any instructional setting except mainstream.

KIPP has placed transfer students into the mainstream environment prior to their transfer into the school's special education program. Such placement decisions are often initiated by parents' who have sought enrollment for their child at KIPP so their child would be taught in the mainstream with support as needed. Special education and regular education staff ensure the

ARD committee's placement decision is based upon the child's individual circumstances and needs as well as compliance with their LRE. To date, all KIPP transfer students placement into the mainstream have been monitoring intensely by the special education designee, regular education staff, educational diagnostician, and parents to ensure the child's success and progress in the mainstream setting with modification and monitoring. The SPED designee provides immense monitoring and modifications of the learning environments, teaching techniques, lesson planning, assessments, etc. All KIPP mainstream classes are structured to be effective for those having learning difficulties. The designee meets with the teachers during their grade level meetings on a regular basis to discuss students that may be struggling or succeeding. If a student is having trouble in the mainstream environment, the student's modifications and teacher's use and frequency of modifications as well as the IEP's appropriateness are reviewed to determine their appropriateness and/or needs for additions or deletions. If it determined that one-on-one tutoring, resource, content mastery, etc. would benefit the student, this would be arranged during the school's enrichment time.

KIPP's mainstream instructional setting has many modifications already built into it for all of its students. KIPP, even at its beginning, was created to help those children who had not previously succeeded in their other schools. All KIPP students are required to keep an assignment notebook, and to spend approximately two and a half hours more time in school each day than their counterparts in other districts as well as attend Saturday School. KIPP also practices constant communication with parents via weekly behavior and character reports and a bi-monthly progress academic progress reports. A study skills/motivation/character building class called "Life" is required each year giving students the foundations of healthy educational behaviors, such as how to study, where to study, how to recognize the ways that you as a student learn best. Such built in modifications and practices allow students with special needs to succeed in the mainstream classroom in ways that they were not able to at their home schools. At KIPP a student who might have previously been struggling in a resource classroom is now able to see him or herself succeeding with the rest of the kids at their school, instead of in a separate classroom.

Finally, KIPP requires that all students have an hour and a half every day of each language arts and math, those subjects that are usually the most difficult for students with special needs. The curriculum for language arts is based on the reading and writing workshop program from Columbia University, which is structured so that all the students are learning on their own level, whether that is a second grade reading level or a ninth grade level, while remaining in the mainstream environment. This works well for multi-levels environments. The math curriculum begins with the basics and uses all types of learning styles (kinesthetic, auditory, visual, etc) to make sure that all KIPP students have a strong foundation in mathematics. Since the inception of KIPP, all SPED students have passed the TAAS test within one to two years of enrollment with many matriculating into ninth grade earning TAAS mastery of all objectives and/or academic recognition and more significantly earning admission at competitive college preparatory high schools.

Attachment 5

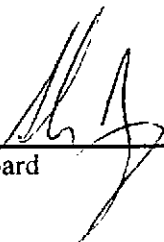
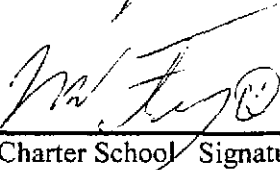
Electronic Application Certification

Part 3. Electronic Copy Certification and Written Resolution (Attachment 5)

Section XI. Electronic Copy of Application

Please submit an electronic copy of the renewal application in addition to the five hard copies requested. The electronic copy should be on a 3.5 inch diskette and should be mailed along with the hard copies. The electronic copy must be identical to the hard copies. The signatures below are required to certify that the electronic and hard copies are identical.

By signing below, I hereby certify that the enclosed electronic and hard copies are identical.

Shawn Hurwitz		8/28/02
Printed Name of Chairperson of Charter Holder Board	Signature	Date
Michael Feinberg		8/28/02
Printed Name of Chief Executive Officer of the Charter School	Signature	Date

Section XII. Written Resolution

Applications must be accompanied by a written resolution adopted by the governing body of the charter holder and signed by the members voting in favor. The resolution must authorize the commissioner to renew the open-enrollment charter as set forth in the renewal application, as finally negotiated between the charter holder and the commissioner, including any conditions. (Attachment 6, Written Resolution)

Attachment 6


Written Resolution Adopted by
Governing Body of Charter Holder

Whereas, the Texas Education Agency is reviewing open-enrollment public school charters for renewal, and

Whereas, the KIPP, Inc. Board of Directors desires to apply for a renewal of its charter, therefore,

Resolved, the Board of Directors of KIPP, Inc. hereby authorizes the application to renew and the renewal of KIPP, Inc.'s open-enrollment charter as set forth in the renewal application, as such renewal may be finally negotiated between the KIPP, Inc. and the commissioner of education, and

Resolved, the Board of Directors authorizes both the Superintendent and the Chair of the KIPP, Inc. Board of Directors, either independently or jointly, to present the renewal application and to negotiate, execute, and accept the charter renewal on behalf KIPP, Inc., including any conditions requested or imposed by the commissioner of education.

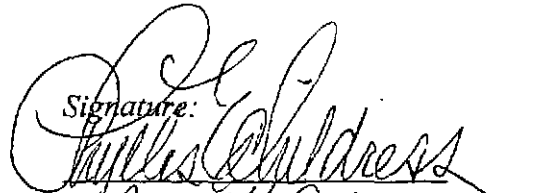

Shawn Hurwitz
Chair, KIPP, Inc. Board of Directors

8-28-02
Date

Directors voting in favor of the resolution:

Printed Name:

PHYLLIS CHILDRESS
Ann Johnson
Karol Musher
DAVID M. DOW
Kathryn Hooper
Shannon Moore
Francis J Coleman Jr
KENNETH KATE
DENISE DUVERNAY

Signature:

Phyllis Childress
Ann Johnson
Karol Musher
David Dow
Kathryn Hooper
Shannon Moore
Francis Coleman Jr
Kate
Denise Duvernay

Attachment 7

Documentation Supporting Response to:
Section VIII: Monitoring Follow-up

The following DEC indicators listed below provided insufficient evidence of compliance during the Initial On Site Review:

S.13 (q) Adaptive behavior is considered

Attached is a copy of the Full and Individual Evaluation of student coded DG2. The report has been corrected to consider Adaptive behavior. All Full and Individual Evaluation reports have been checked to determine that adaptive behavior has been considered.

S.15 (e) The ARD/IEP report documents the amount of time in general education, special education and related services. Specifically, for student coded DG1, special education consult time was not documented on ARD/IEP report. An annual ARD was held and special education consult time was documented in current annual ARD. All students will have annual ARD/IEP meeting before June 30, 2001 and each report will be checked to determine the amount of special education consult time as well as time spent in general education and related services.



Sam Lopez, Director KIPP Academy

Date: 6-15-01

CORRECTIVE ACTION RESPONSE

Description of Citation: S.13.(q) Adaptive behavior is considered, student coded DG2

Proposed Corrective Action	Describe how this impacts the issue systemically	Link to student Code	Supporting documentation included with report	Timeline
Rewrite Full and Individual Evaluation for student coded DG2	Make sure adaptive behavior is address on all previous reports and future evaluations	Check all reports to determine that adaptive behavior has been addressed for all other students	Copy of report if student coded DG2	6/2001
Complete annual ARD for student code DG2	Provide parent a revised copy of revised Full and Individual Evaluation report	Update report and ARD/IEP report on any students when adaptive behavior was not addressed in report	Copy of updated annual ARD/IEP report	6/2001

CORRECTIVE ACTION RESPONSE

Description of Citation: S.15.(e) The ARD/IEP report documents the amount of time in general education, special education and related services for student coded DG1

Proposed Corrective Action	Describe how this impacts the issue systemically	Link to student Code	Supporting documentation included with report	Timeline
Annual ARD/IEP completed on student coded DG1	Amount of special education consult time included on schedule of services page as well as time in general education and related services addressed	Check all reports to determine that time for general education, special education and related services has been addressed for student coded DG1	Copy of annual ARD/IEP report of student coded DG1	6/2001
Complete annual ARD for students by 6/30/01 and make sure time in general education, special education and related services has been addressed for all students, including students receiving cosult time only	Provide parent a revised copy of annual ARD/IEP report	Update report and ARD/IEP report for all students	Copy of updated annual ARD/IEP report	6/30/2001

MCGARY & ASSOCIATES, P.C.

SPECIAL EDUCATION
CONSULTING SERVICES

Report Date: 5/30/00

2107 BARTLETT
HOUSTON, TX 77098

(713) 851-9793PH
(713) 528-4062FAX

NAME:	DG2	SCHOOL:	KIPP
DOB:	██████	GRADE:	5
CA:	11-11	ETHNICITY:	Hispanic
SEX:	██████	PARENT:	
EXAMINER:	Anne Backen, M.Ed. Educational Diagnostician	ADDRESS:	
		TELEPHONE:	

Determination of Disability and Educational Need

REASON FOR REFERRAL: Initial assessment to determine eligibility for Special Education services.

**** LANGUAGE (Communication Status)**

Sources of Data (formal and informal measures)	Date	Sources of Data (formal and informal measures)	Date
Home Language Survey	Folder	LAS Testing	NA
		LPAC Deliberations	NA

RESULTS AND INTERPRETATIONS:

* DG2's home language is reported to be **Spanish/English** on the Home Language Survey and Sociological Data Form.

The language ██████ hears at home is primarily **Spanish/English**. The language primarily spoken by ██████ in informal social situations is **English** and in the classroom is **English**. ██████ primarily speaks Spanish with ██████ parents. ██████ was in bilingual education classes in Houston Independent School District. ██████ was instructed in Spanish and English reading from kindergarten through third grade. ██████ has received English only instruction for the last two years.

* ██████ expresses herself best in **oral** language.

The Language Rating Scale indicates:

- * The student's level of proficiency in the receptive domain is: **low average.**
- * The student's level of proficiency in the expressive domain is: **low average.**

* Denotes required items

** Student must be assessed in all areas related to the suspected disability including the requirements of 34 CFR 300.532 (f), if appropriate

Examiner note the following language characteristics: uses correct grammar with few errors of omission or incorrect use of prepositions, verb tense or pronouns; low average vocabulary; average ability to recall words; average ability to tell stories in logical sequence; relates facts and ideas with well; and speech is intelligible, fluent and adequate for age.

*** Modifications in the Testing Procedures:**

Based upon the assessment of [redacted] language abilities, the remainder of the assessment was conducted in English. Language proficiency abilities were considered in all test selections; therefore, **standard assessment procedures were not used. The Comprehensive Test of Nonverbal Intelligence was used for [redacted] intellectual ability due to hearing another language at home.**

**** PHYSICAL**

Sources of Data (formal and informal measures)	Date	Sources of Data (formal and informal measures)	Date
<i>Bender</i>	NA	Physician Report	NA
Vision/Hearing	5/00	OT/PT	NA
Functional Vision	NA	Other	NA

RESULTS AND INTERPRETATIONS:

** Assessment of the physical factor suggests [redacted] is in good general health with adequate vision with correction and adequate hearing without correction.

** Significant health history reported includes having vision in one eye. [redacted] was born with only one eye. [redacted] wears eyeglasses for vision correction.

*** DOCUMENTATION PHYSICAL HANDICAP:**

[redacted] does NOT appear to have one or more physical conditions that directly affect [redacted] ability to profit from the educational process.

Modifications in Testing Procedures

Modifications were not needed for the testing, therefore, **standardized assessment procedures were used.**

**** SOCIOLOGICAL**

Sources of Data (formal and informal measures)	Date	Sources of Data (formal and informal measures)	Date
Sociological Information	5/00	Interview	NA

* Denotes required items

** Student must be assessed in all areas related to the suspected disability including the requirements of 34 CFR 300.532 (f), if appropriate

RESULTS AND INTERPRETATIONS

Cultural, Linguistic, and Experiential Background

Family History

█ lives with █ parents and has three older siblings. █ enjoys listening to music and talking on the telephone. Parents are both from Mexico. They have lived in the United States since 1996. Parents use rewards and discussion as the primary means of discipline.

Educational History

Attendance is adequate. Language of instruction for █ has been consistent. █ has not received any bilingual instruction for the last two years. █ was instructed in English and Spanish prior to enrolling in KIPP Academy.

SUMMARY STATEMENT

* Cultural and/or lifestyle factors **DO NOT INFLUENCE** █ learning and behavioral pattern.

* Sociological status **DOES NOT INDICATE** a lack of previous educational opportunities.

**** EMOTIONAL**

Sources of Data (formal and informal measures)	Date	Sources of Data (formal and informal measures)	Date
Behavior Information	5/00	Psychiatric Evaluation	N/A
Observation	N/A	Psychological Evaluation	N/A

Test Behavior and Observations

DG2 was well-groomed 11-year-old Hispanic █. █ was appropriately dressed. █ gait appeared normal. █ displayed average pencil and paper skills.

█ had adequate articulation and was easy to understand. █ language was adequate with adequate grammar. █ responded with single words, phrases and sentences.

No worry, tension and withdrawal were noted from the outset. █ came willingly with the examiner when asked. █ did not seem anxious at the during the testing period. █ had no difficulty attending to task.

█ warmed up appropriately over the testing period and was emotionally responsive and socially engaging. █ was cooperative and sometimes smiled or laughed during the testing. █ responded well to encouragement but never asked for feedback regarding her performance. Her nonverbal problem solving approach was organized and methodical

* Denotes required items

** Student must be assessed in all areas related to the suspected disability including the requirements of 34 CFR 300.532 (f), if appropriate

RESULTS AND INTERPRETATIONS

Test results are considered valid and reliable indicators of current ability and achievement.

**** INTELLIGENCE AND ADAPTIVE BEHAVIOR**

* Sources of Data (formal and informal measures)	Date	* Sources of Data (formal and informal measures)	Date
Comprehensive Test of Nonverbal Intelligence	5/30/00		

RESULTS AND INTERPRETATIONS

█ Nonverbal Intelligence Quotient of 105 on the *CTONI* is within the average range or the 63rd percentile. █ Pictorial Intelligence Quotient of 102 is in the average range or the 55th percentile. █ Geometric Intelligence Quotient of 106 is in the average range or the 65th percentile.

* Intellectual functioning was assessed using formal measures.

Comprehensive Test of Nonverbal Intelligence(CTONI)

Pictorial IQ: 102

Geometric IQ: 106

Nonverbal IQ: 105

PICTORIAL SCALE SCORES

Pictorial Analogies 11
Pictorial Categories 9
Pictorial Sequencing 11

GEOMETRIC SCALE SCORES

Geometric Analogies 9
Geometric Categories 12
Geometric Sequencing 12

Test Results and Interpretation

█ performance on the *CTONI* indicates █ is presently functioning in the average range of intelligence, at the 63rd percentile, and is within one standard deviation of the mean for █ age group. █ pictorial scores are within one standard deviation of the mean and █ geometric scores are within one standard deviation of the mean for █ age.

*** Adaptive Behavior**

Adaptive behavior was assessed using informal measures. Adaptive behavior is commensurate with chronological age and mental age.

**** ACADEMIC PERFORMANCE**

Sources of Data (formal and informal measures)	Date	Sources of Data (formal and informal measures)	Date
Wechsler Individual	5/30/00		

* Denotes required items

** Student must be assessed in all areas related to the suspected disability including the requirements of 34 CFR 300.532 (f), if appropriate

Achievement Test			
------------------	--	--	--

RESULTS AND INTERPRETATIONS

Wechsler Individual Achievement Test (WIAT)

Subtest	Standard Score	Percentile	Grade Equivalents
Basic Reading	100	50	6.1
Mathematics Reasoning	97	42	5.5
Reading Comprehension	88	21	4.1
Numerical Operations	110	75	7.4
Written Expression	100	50	6.9
Listening Comprehension	94	34	5.3
Oral Expression	124	95	8.9

■ qualifies as learning disabled in reading comprehension. ■ has difficulty with syllabication skills. ■ needs assistance using the context in deciphering unfamiliar words. ■ needs to adjust ■ reading rate to the difficulty of the material ■ is reading. ■ needs extended time to reread information for comprehension.

RESULTS AND INTERPRETATIONS:

* Assistive technology needs were considered. Based on the previously addressed competencies:

NA The ASSISTIVE technology devices/services needed to provide appropriate special education, related services, or supplementary aids and services:

- NA include: _____
- NA are addressed in the modifications section of this report.
- NA are addressed in the attached report.
- NA other: _____

X Assistive technology devices/services are not recommended at this time.

RECOMMENDATIONS

Reading:

Strengths:

- Literal comprehension
- Basic sight vocabulary

Needs:

- Develop word attack skills such as syllabication two, three and four syllable words
- Develop vocabulary using a diary and word banks
- Develop skills for using the context

■ needs to slow down when she reads difficult information

* Denotes required items

** Student must be assessed in all areas related to the suspected disability including the requirements of 34 CFR 300.532 (f), if appropriate

- Observe punctuation marks when reading
- Develop non-literal reading comprehension skills such as making inferences from stated or implied information; drawing conclusions; comparing and contrasting etc.

ASSURANCES

- _____ * The multidisciplinary team assures that the testing, evaluation materials, and procedures used for the purposes of evaluation were selected and administered so as not to be racially or culturally discriminatory.

- _____ * The multidisciplinary team assures that the tests and other evaluation materials have been validated for the specific purpose for which they were used.

- _____ * The multidisciplinary team assures that the tests and other evaluation materials were administered by trained personnel in conformance with the instructions provided by their producers.

Anne Backen, M.Ed.
Educational Diagnostician
5/30/00

* Denotes required items
** Student must be assessed in all areas related to the suspected disability including the requirements of 34 CFR 300.532 (f), if appropriate

In order to conceal student identifiable information, per FERPA (Family Educational Rights and Privacy Act), 18 pages have been withheld.

March 31, 2003

Ms. Maggie Baker
Legal Division, Charter Schools
Texas Education Agency
1701 N. Congress Avenue
Austin, Texas 78701

Dear Ms. Baker,

Please find attached the revised admissions policy, as required for renewal of the charter of KIPP, Inc. Charter School.

If any additional information is required, please don't hesitate to contact me.

Thank you for your help.

Sincerely,

Catherine North

Catherine North
Secretary, KIPP, Inc.

Cleared 4/9/03

Handwritten notes and stamps, including a date stamp that appears to be 4/11/03.

KIPP Inc.'s Response to TEA Regarding Charter Renewal

Admissions Policy (revised)

Beginning in January of a given year, the new student waiting list for the lottery is opened. If families inquire about space in the school year before January, we inform them about the January date for the beginning of our open enrollment period and ask them to call or visit the school at that time. No names are carried over from the previous year's list. All families who inquire about space for the following school year by phone or in person are asked to sign up on the current year's waiting list. Students who are currently enrolled in the school do not need to reapply – it is assumed that they will remain in the school unless the school receives notice otherwise from the parent or guardian. Names are taken until mid-February. The lottery drawing takes place in March, at which point teachers and staff visit the homes of the students whose names were drawn, offering those parents and children the opportunity to sign the Commitment To Excellence Form and enroll in the school. Only returning students and their siblings are exempt from the lottery. Students whose names were not drawn are placed in the school's waiting pool, and if space opens up that spring after the late March drawing, additional names are drawn to fill those spaces.

KIPP, Inc. does not discriminate in admissions on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend.

KIPP:Houston

There are no shortcuts.

February 28, 2003

Ms. Maggie Baker
Legal Division, Charter Schools
Texas Education Agency
1701 N. Congress Avenue
Austin, Texas 78701

RECEIVED
TECHNICAL SERVICES
FEB 28 11 10 AM '03

Dear Ms. Baker,

Please find attached the additional information and clarification required for the charter renewal for KIPP, Inc. Charter School.

If any additional information is required, please don't hesitate to contact me.

Thank you for your help.

Sincerely,



Catherine North
Secretary, KIPP, Inc.

KIPP Inc.'s Response to TEA Regarding Charter Renewal

Governance Structure (amendment to original document)

Additional information has been requested concerning the relationship between KIPP, Inc. and KIPP Austin College Preparatory School, Inc. ("Austin College Prep.")

Pursuant to the Amended and Restated Articles of Incorporation of Austin College Prep, effective September 25, 2002, KIPP, Inc. is its sole member. Among other things, KIPP, Inc. has the authority to veto any election of the Board of Directors of Austin College Prep. The School Director of the Austin College Prep campus reports to the KIPP, Inc Board Finance and Education committees, as well as to the entire KIPP, Inc Board at each meeting. This structure, which essentially makes Austin College Prep a subsidiary of KIPP, Inc., was specifically recommended by the Legal Services Division of TEA.

O.K.

Teacher Qualifications (revised)

All core academic and subject area teachers are required to meet the following minimum qualifications: a Bachelor's degree, excellent oral and written communication skills, a passion for teaching that(those) subject(s), and demonstrated competency in each of the subject areas in which they teach. The staff of KIPP, Inc. must meet all minimum requirements imposed by applicable state and federal law.

Other instructional staff are required to meet the following minimum qualifications: strong knowledge of subject matter and a passion for teaching it, an Associate's degree or equivalent academic experience, and excellent oral and written communication skills.

This will apply in

Biographical Affidavits

This was an error due to a misunderstanding on the part of the applicant. There is no separate managing school board. The board of the charter holder is the only governing board for the charter and its campuses. KIPP Austin College Prep has an active Advisory Board, but they have no governing authority or responsibility.

O.K.

Admissions Policy (revised)

Beginning in January of a given year, the new student waiting list for the lottery is opened. No names are carried over from the previous year's list. All families are asked to sign up on the current year's waiting list. Names are taken until mid-March. The lottery drawing takes place in late March, at which point teachers and staff visit the homes of the students whose names were drawn, offering those parents and children the opportunity to sign the Commitment To Excellent Form and enroll in the school. Only returning students and their family are exempt from the lottery.

further revisions needed

KIPP, Inc. does not discriminate in admissions on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend.

Other

KIPP, Inc. has filed assumed name certificates with the Texas Secretary of State for each of its two campus names: KIPP Academy and KIPP Austin College Prep.

O.K.

KIPP Inc.'s Response to TEA Regarding Charter Renewal

Governance Structure (amendment to original document)

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O.K.

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O.K.

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Further revisions needed

KIPP, Inc. does not discriminate in admissions on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend.

Other

KIPP, Inc. has filed assumed name certificates with the Texas Secretary of State for each of its two campus names: KIPP Academy and KIPP Austin College Prep.

O.K.



TEXAS EDUCATION AGENCY

1701 North Congress Ave. ★ Austin, Texas 78701-1494 ★ 512/463-9734 ★ FAX: 512/463-9838 ★ <http://www.tea.state.tx.us>

Felipe T. Alanis
Commissioner of Education

To: Catherine North, Kipp, Inc.

From: Maggie Baker, TEA Legal Services Division *MB*

Date: March 20, 2003

Re: Legal Contingencies *JK*

I have reviewed the information that you have submitted in response to my legal review of the renewal application. All of the issues have been satisfactorily resolved, except for a few concerns regarding the admissions policy. Overall, I think there is a need to clarify the policy. First, please clarify whether there is a separate re-enrollment process for returning students. It appears that both returning students and new applicants apply for admission between January and mid-March. I am unsure as to whether both groups complete the same application form or different forms. Most charter schools have returning students complete a form reflecting their intent to re-enroll before the application period for new applicants begins. While you do not have to have a separate process for returning students, I would like the policy to more clearly describe the process(es) for the two groups. Second, your policy states that returning students and "their family" are exempt from the lottery. While it is permissible to exempt from the lottery the siblings of returning students, you may not exempt non-sibling family members. Finally, it is not clear whether you maintain a waiting list after the lotteries are conducted, whether you accept applications filed outside the application period, and how you fill vacancies that arise during the school year. Please submit a revised admissions policy that addresses all of the above issues.

Please contact me at (512) 463-9720 if you have questions regarding any of these matters.

cleared on 4/9

Transmission Report

Renewal Contingencies

Date/Time
Local ID
Local Name
Company Logo

3-20-03; 11:15AM
512 463 8298
TEA LEGAL SERVICES
FAX REPLY TO 512-475-3662

This document was confirmed.
(reduced sample and details below)
Document Size Letter-S

TEXAS EDUCATION AGENCY
Division of Legal Services
1701 North Congress Avenue, Suite 2-150
Austin, Texas 78701

Facsimile Transmission Sheet

Date: 3/20/03 Number of pages including cover sheet 2

To: Catherine North
KIPP, Inc.

From: Margaret E. Baker
Senior Counsel
Fax: (512) 475-8682
Tel.: (512) 463-8720

Fax: 832-328-0178

Tel.: _____

Remarks: Legal Review

Confidentiality Notice

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Notes :

EC: Error Correct	RE: Resend	PD: Polled by Remote	MB: Receive to Mailbox
BC: Broadcast Send	MP: Multi-Poll	PG: Polling a Remote	PI: Power Interruption
CP: Completed	RM: Receive to Memory	DR: Document Removed	TM: Terminated by user
HS: Host Scan	HP: Host Print	FO: Forced Output	WT: Waiting Transfer
HF: Host Fax	HR: Host Receive	FM: Forward Mailbox Doc.	WS: Waiting Send

00152

TEXAS EDUCATION AGENCY

Division of Legal Services
1701 North Congress Avenue, Suite 2-150
Austin, Texas 78701

Facsimile Transmission Sheet

Date: 3/20/03 Number of pages including cover sheet 2

To: Catherine North
KIPP, Inc.

From: Margaret E. Baker
Senior Counsel
Fax: (512) 475-3662
Tel.: (512) 463-9720

Fax: 832-328-0178

Tel.: _____

Remarks: Legal Review

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KIPP ACADEMY

Charter Holder: Kipp, Inc.

Governance Structure: Additional explanation of the relationship between Kipp, Inc. and Austin College Prep, Inc. is needed.

O.K.

Teacher Qualifications: Charter holder is advised that federal law, i.e., the No Child Left Behind Act, now requires that all schools receiving Title I funds employ teachers of the "core academic subject areas" who: (1) have bachelor degrees and (2) demonstrate "competency" in each of the subject areas in which they teach. TEA expects to release a guidance document on these requirements in late February.

O.K.

Criminal History Records: OK.

only 1 ind.
O.K.

Biographical Affidavits: The affidavits reflect that the affiants are members of both the charter holder board and a managing school board; however, the application does not reflect that there is a managing school board.

a few
w/ school
policy

Admissions Policy: Charter holder should clarify whether any students, such as returning students, are exempt from the lottery.

The admissions policy must include the nondiscrimination statement required by Texas Education Code § 12.111(6).

O.K.

Nonprofit Status: OK.

Other: Charter holder should file an assumed name certificate with the Texas Secretary of State since it conducts business under the school's names, which are different from the corporate name.

O.K.

6/5/03

Ertha,

Here are the finalized pages for Kipp Academy.

There is a document in the initial submission called Initial On Site Review Corrective Action Report. As far as I am concerned, there is no need for the stack of forms and corrective actions for special ed citations that were submitted under the letter signed by Sam Lopez. They could be deleted.

#1 Replaces the whole original Part 3.

#2 Replaces the original form that looks similar from the Sped Attachments

#3 Replaces the original brochure (has new non-discrim statement)

4 Add at the end of Part 3.

Marty

KIPP Inc. Charter School**Charter School Renewal Application****A. Child Find***(34 CFR 300.125)***§300.125. Child Find.**

Child Find posters and brochures are prominently displayed in the foyer of the Administrative Office and in the Administrative Annex at KIPP Academy and the Main Office at KIPP Austin College Prep. The brochures are available in English, Spanish, and Vietnamese. In addition, photocopies of this brochure are distributed twice annually to all KIPP parents (in the appropriate language for each family) in the form of a ticket including school contact information if anyone in the community seeks referral services.

KIPP enrolls students in grades 5-9. However, KIPP has referral procedures for children not enrolled in school, youth under 21 years of age, and ECI referrals for children under the age of three. If the referral committee determines that an evaluation is warranted, then KIPP contacts the appropriate assessment personnel needed for the evaluation. The educational diagnostician is the case manager. The educational diagnostician in-services the campus staff once each school year on the referral process including a review of possible indicators of special education issues arising in individual students. The Child Study Team on each campus considers students in attendance at KIPP.

(a) General requirement.

(1) KIPP has in effect policies and procedures to ensure that—

- (i) Children with disabilities, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, and evaluated or referred for evaluation; and
- (ii) A practical method has developed and implemented to determine which children are currently receiving needed special education and related services.

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

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

(c) KIPP participates with ECI for activities for children from birth through age 2.

(3) The use of an interagency agreement does not alter or diminish the responsibility of KIPP Inc. Charter School to ensure compliance with the requirements of this section.

(e) Confidentiality of child find data. The collection and use of data to meet the requirements of this section are subject to the confidentiality requirements of §§300.560-300.577.**B. Confidentiality***(34 CFR 300.127; 34 CFR 300.560-300.575; 34 CFR Part 99; TEC 26.004; 19 TAC 89.1050)***§26.004. Access to Student Records.**

At KIPP Inc Charter School, a parent is entitled to access to all written records of a school district concerning the parent's child, including:

- (1) attendance records;
- (2) test scores;
- (3) grades;
- (4) disciplinary records;
- (5) counseling records;
- (6) psychological records;

- (7) applications for admission;
- (8) health and immunization information;
- (9) teacher and counselor evaluations; and
- (10) reports of behavioral patterns.

§89.1050(f)(3) (Transfer of Records)

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

§300.127. Confidentiality of personally identifiable information.

- (a) KIPP Inc Charter School has on file in detail the policies and procedures that it has undertaken to ensure protection of the confidentiality of any personally identifiable information, collected, used, or maintained under Part B of the Act.

§300.560. Definitions.

As used in §§300.560-300.577—

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

§300.561. Notice to parents.

- (a) KIPP Inc. Charter School gives notice that is adequate to fully inform parents about the requirements of §300.127, including—
- (1) A description of the extent that the notice is given in the native languages of the various population groups in the State;
 - (2) A description of the children on whom personally identifiable information is maintained, the types of information sought, the methods the State intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information;
 - (3) A summary of the policies and procedures that participating agencies must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information; and
 - (4) A description of all of the rights of parents and children regarding this information, including the rights under the Family Educational Rights and Privacy Act of 1974 and implementing regulations in 34 CFR part 99.
- (b) Before any major identification, location, or evaluation activity, the notice must be published or announced in newspapers or other media, or both, with circulation adequate to notify parents throughout the State of the activity.

§300.562. Access rights.

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

§300.563. Record of access.

KIPP Inc. Charter School keeps a record of parties obtaining access to education records collected, maintained, or used under Part B of the Act (except access by parents and authorized employees of the participating agency), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

§300.564. Records on more than one child.

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

§300.565. List of types and locations of information.

KIPP Inc. Charter School provides parents on request a list of the types and locations of education records collected, maintained, or used by the school.

§300.566. Fees.

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

§300.567. Amendment of records at parent's request.

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

§300.568. Opportunity for a hearing.

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

§300.569. Result of hearing.

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

§300.570. Hearing procedures.

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

§300.571. Consent.

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

- (c) KIPP Inc. Charter School provides policies and procedures that are used in the event that a parent refuses to provide consent under this section.

§300.572. Safeguards.

- (a) KIPP Inc. Charter School protects the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.
- (b) One official at each campus shall assume responsibility for ensuring the confidentiality of any personally identifiable information.
- (c) All persons collecting or using personally identifiable information must receive training or instruction regarding the State's policies and procedures under §300.127 and 34 CFR part 99.
- (d) KIPP Inc. Charter School maintains, for public inspection, a current listing of the names and positions of those employees within the agency who may have access to personally identifiable information.

§300.573. Destruction of information.

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

§300.574. Children's rights.

- (a) KIPP Inc. Charter School provides policies and procedures regarding the extent to which children are afforded rights of privacy similar to those afforded to parents, taking into consideration the age of the child and type or severity of disability.
- (b) Under the regulations for the Family Educational Rights and Privacy Act of 1974 (34 CFR 99.5(a)), the rights of parents regarding education records are transferred to the student at age 18.
- (c) If the rights accorded to parents under Part B of the Act are transferred to a student who reaches the age of majority, consistent with §300.517, the rights regarding educational records in §§300.562-300.573 must also be transferred to the student. However, KIPP Inc. Charter School must provide any notice required under section 615 of the Act to the student and the parents.

34 CFR Part 99 (An assurance to abide by FERPA)

C. Procedural Safeguards

(34 CFR 300.504)

§300.504. Procedural safeguards notice.

- (a) General. A copy of the procedural safeguards available to the parents of a child with a disability is given to the parents, at a minimum—
- (1) Upon initial referral for evaluation;
 - (2) Upon each notification of an IEP meeting;
 - (3) Upon reevaluation of the child; and
 - (4) Upon receipt of a request for due process under §300.507.
- (b) Contents. The procedural safeguards notice must include a full explanation of all of the procedural safeguards available under §§300.403, 300.500-300.529, and 300.560-300.577, and the State complaint procedures available under §§300.660-300.662 relating to—
- (1) Independent educational evaluation;
 - (2) Prior written notice;
 - (3) Parental consent;
 - (4) Access to educational records;
 - (5) Opportunity to present complaints to initiate due process hearings;
 - (6) The child's placement during pendency of due process proceedings;

- (7) Procedures for students who are subject to placement in an interim alternative educational setting;
 - (8) Requirements for unilateral placement by parents of children in private schools at public expense;
 - (9) Mediation;
 - (10) Due process hearings, including requirements for disclosure of evaluation results and recommendations;
 - (11) State-level appeals (if applicable in that State);
 - (12) Civil actions;
 - (13) Attorneys' fees; and
 - (14) The State complaint procedures under §§300.660-300.662, including a description of how to file a complaint and the timelines under those procedures.
- (c) Notice in understandable language. The notice required under paragraph (a) of this section must meet the requirements of §300.503(c).

D. Notice

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

§89.1015. Time Line for All Notices.

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

§300.503. Prior notice by the public agency; content of notice.

- (a) Notice.
- (1) Written notice that meets the requirements of paragraph (b) of this section is given to the parents of a child with a disability a reasonable time before the school —
 - (i) Proposes to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child; or
 - (ii) Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child.
 - (2) If the notice described under paragraph (a)(1) of this section relates to an action proposed by the public agency that also requires parental consent under §300.505, the agency may give notice at the same time it requests parent consent.
- (b) Content of notice. The notice required under paragraph (a) of this section includes —
- (1) A description of the action proposed or refused by the school;
 - (2) An explanation of why the school proposes or refuses to take the action;
 - (3) A description of any other options that the school considered and the reasons why those options were rejected;
 - (4) A description of each evaluation procedure, test, record, or report the school used as a basis for the proposed or refused action;
 - (5) A description of any other factors that are relevant to the school's proposal or refusal;
 - (6) A statement that the parents of a child with a disability have protection under the procedural safeguards of this part and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained; and
 - (7) Sources for parents to contact to obtain assistance in understanding the provisions of this part.
- (c) Notice in understandable language.
- (1) The notice required under paragraph (a) of this section is—
 - (i) Written in language understandable to the general public; and
 - (ii) Provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so.
 - (2) If the native language or other mode of communication of the parent is not a written language, the school takes steps to ensure—
 - (i) That the notice is translated orally or by other means to the parent in his or her native language or other mode of communication;
 - (ii) That the parent understands the content of the notice; and
 - (iii) That there is written evidence that the requirements in paragraphs (c)(2) (i) and (ii) of this section have been met.

§300.345. Parent participation.**(b) Information provided to parents.**

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

§26.0081. Right to Information Concerning Special Education.

- (a) The school receives from TEA sufficient copies of a comprehensive, easily understood document that explains the process by which an individualized education program is developed for a student in a special education program and the rights and responsibilities of a parent concerning the process. The document must include information a parent needs to effectively participate in an admission, review, and dismissal committee meeting for the parent's child.
- (b) KIPP Inc. Charter School provides the document required under this section to the parent as provided by 20 U.S.C. Section 1415(b):
 - (1) as soon as practicable after a child is referred to determine the child's eligibility for admission into the school's special education program, but at least five school days before the date of the initial meeting of the admission, review, and dismissal committee; and
 - (2) at any other time on reasonable request of the child's parent.

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

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

E. Evaluation

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

§89.1011. Referral for Full and Individual Initial Evaluation.

Referral of students for a full and individual initial evaluation for possible special education services is a part of the school's overall, general education referral or screening system. Prior to referral, students experiencing difficulty in the general classroom are considered for all support services available to all students, such as tutorial, remedial, compensatory, and other services. If the student continues to experience difficulty in the general classroom after the provision of interventions, school personnel refer the student for a full and individual initial evaluation. This referral for a full and individual initial evaluation may be initiated by KIPP Inc. Charter School personnel, the student's parents or legal guardian, or another person involved in the education or care of the student. The referral for a full and individual initial evaluation must be completed in accordance with Texas Education Code, §29.004, related to the 60 calendar day time line.

§29.004. Full Individual and Initial Evaluation.

A written report of a full individual and initial evaluation of a student for purposes of special education services is completed not later than the 60th calendar day following the date on which the referral for evaluation was initiated by KIPP Inc. Charter School personnel, the student's parent or legal guardian, or another appropriate person. The evaluation is conducted using procedures that are appropriate for the student's most proficient method of communication.

§300.531. Initial evaluation.

KIPP Inc. Charter School conducts a full and individual initial evaluation, in accordance with §§300.532 and 300.533, before the initial provision of special education and related services to a child with a disability under Part B of the Act.

§300.532. Evaluation procedures.

KIPP Inc. Charter School ensures, at a minimum, that the following requirements are met:

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

§300.533. Determination of needed evaluation data.

- (a) Review of existing evaluation data. As part of an initial evaluation (if appropriate) and as part of any reevaluation under Part B of the Act, a group that includes the individuals described in §300.344, and other qualified professionals, as appropriate, does—
 - (1) Review existing evaluation data on the child, including-
 - (i) Evaluations and information provided by the parents of the child;
 - (ii) Current classroom-based assessments and observations; and
 - Observations by teachers and related services providers; and
 - (2) On the basis of that review, and input from the child's parents, identify what additional data, if any, are needed to determine—
 - (i) Whether the child has a particular category of disability, as described in §300.7, or, in case of a reevaluation of a

child, whether the child continues to have such a disability;

- (ii) The present levels of performance and educational needs of the child;
 - (iii) Whether the child needs special education and related services, or in the case of a reevaluation of a child, whether the child continues to need special education and related services; and
 - (iv) Whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the IEP of the child and to participate, as appropriate, in the *general curriculum*.
- (b) Conduct of review. The group described in paragraph (a) of this section may conduct its review without a meeting.
- (c) Need for additional data. KIPP Inc. Charter School administers tests and other evaluation materials as may be needed to produce the data identified under paragraph (a) of this section.
- (d) Requirements if additional data are not needed.
- (1) If the determination under paragraph (a) of this section is that no additional data are needed to determine whether the child continues to be a child with a disability, KIPP Inc. Charter School notifies the child's parents—
 - (i) Of that determination and the reasons for it; and
 - (ii) Of the right of the parents to request an assessment to determine whether, for purposes of services under this part, the child continues to be a child with a disability.
 - (2) KIPP Inc. Charter School is not required to conduct the assessment described in paragraph (d)(1)(ii) of this section unless requested to do so by the child's parents.

§89.1040. Eligibility Criteria.

- (a) Special education services. To be eligible to receive special education services, a student must be a "child with a disability," as defined in 34 Code of Federal Regulations (CFR), §300.7(a), subject to the provisions of 34 CFR, §300.7(c), the Texas Education Code (TEC), §29.003, and this section. The provisions in this section specify criteria to be used in determining whether a student's condition meets one or more of the definitions in federal regulations or in state law.
- (b) Eligibility determination. The determination of whether a student is eligible for special education and related services is made by the student's admission, review, and dismissal (ARD) committee. Any evaluation or re-evaluation of a student is conducted in accordance with 34 CFR, §§300.530-300.536. The multidisciplinary team that collects or reviews evaluation data in connection with the determination of a student's eligibility must include, but is not limited to, the following:
 - (1) a licensed specialist in school psychology (LSSP), an educational diagnostician, or other appropriately certified or licensed practitioner with experience and training in the area of the disability; or
 - (2) a licensed or certified professional for a specific eligibility category defined in subsection (c) of this section.

§300.534. Determination of eligibility

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

§300.535. Procedures for determining eligibility and placement.

- (a) In interpreting evaluation data for the purpose of determining if a child is a child with a disability under §300.7, and the educational needs of the child, KIPP Inc. Charter School —
 - (1) Draws upon information from a variety of sources, including aptitude and achievement tests, parent input, teacher recommendations, physical condition, social or cultural background, and adaptive behavior; and
 - (2) Ensures that information obtained from all of these sources is documented and carefully considered.

- (b) If a determination is made that a child has a disability and needs special education and related services, an IEP must be developed for the child in accordance with §§300.340-300.350.

§300.536. Reevaluation.

KIPP Inc. Charter School ensures—

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

§300.540. Additional team members.

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

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

§300.541. Criteria for determining the existence of a specific learning disability.

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

§300.542. Observation.

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

§300.543. Written report.

- (a) For a child suspected of having a specific learning disability, the documentation of the team's determination of eligibility, as required by §300.534(a)(2), includes a statement of—
 - (1) Whether the child has a specific learning disability;
 - (2) The basis for making the determination;
 - (3) The relevant behavior noted during the observation of the child;
 - (4) The relationship of that behavior to the child's academic functioning;
 - (5) The educationally relevant medical findings, if any;

- (6) Whether there is a severe discrepancy between achievement and ability that is not correctable without special education and related services; and
 - (7) The determination of the team concerning the effects of environmental, cultural, or economic disadvantage.
- (b) Each team member certifies in writing whether the report reflects his or her conclusion. If it does not reflect his or her conclusion, the team member must submit a separate statement presenting his or her conclusions.

F. Development and Implementation of the Individualized Education Program (IEP); Extended School Year (ESY) Services; Restraint, Seclusion, and Time-Out

(34 CFR 300.121; 34 CFR 300.342-300.350; 34 CFR 300.309; TEC 37.0021; 19 TAC 89.1050; 89.1053; 19 TAC §89.1045; 19 TAC 89.1055; 19 TAC 89.1065)

§ 89.1050(a) (ARD committee)

- (a) KIPP Inc. Charter School establishes an admission, review, and dismissal (ARD) committee for each eligible student with a disability and for each student for whom a full and individual initial evaluation is conducted pursuant to §89.1011 of this title (relating to Referral for Full and Individual Initial Evaluation). The ARD committee is the individualized education program (IEP) team defined in federal law and regulations, including, specifically, 34 Code of Federal Regulations (CFR), §300.344. KIPP Inc. Charter School is responsible for all of the functions for which the IEP team is responsible under federal law and regulations and for which the ARD committee is responsible under state law, including, specifically, the following:

§ 89.1050(d) (30 day timeline)

- (d) ARD committee makes its decisions regarding students referred for a full and individual initial evaluation within 30 calendar days from the date of the completion of the written full and individual initial evaluation report. If the 30th day falls during the summer and school is not in session, the ARD committee has until the first day of classes in the fall to finalize decisions concerning the initial eligibility determination, the IEP, and placement, unless the full and individual initial evaluation indicates that the student will need extended school year (ESY) services during that summer.

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

- (b) A parent may request an ARD committee meeting at any mutually agreeable time to address specific concerns about his or her child's special education services. KIPP Inc. Charter School responds to the parent's request either by holding the requested meeting or by requesting assistance through the Texas Education Agency's mediation process. KIPP Inc. Charter School informs parents of the functions of the ARD committee and the circumstances or types of problems for which requesting an ARD committee meeting would be appropriate.

§300.342. When IEPs must be in effect.

- (a) General. At the beginning of each school year, KIPP Inc. Charter School has an IEP in effect for each child with a disability within its jurisdiction.
- (b) Implementation of IEPs. KIPP Inc. Charter School ensures that—
 - (1) An IEP—
 - (i) Is in effect before special education and related services are provided to an eligible child under this part; and
 - (ii) Is implemented as soon as possible following the meetings described under §300.343;
 - (2) The child's IEP is accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for its implementation; and
 - (3) Each teacher and provider described in paragraph (b)(2) of this section is informed of—
 - (i) His or her specific responsibilities related to implementing the child's IEP; and
 - (ii) The specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP.
- (c) IEP or IFSP for children aged 3 through 5.
 - (1) In the case of a child with a disability aged 3 through 5 (or, at the discretion of the SEA a 2-year-old child with a disability who will turn age 3 during the school year), an IFSP that contains the material described in section 636 of the Act, and that is developed in accordance with §§300.341-300.346 and §§300.349-300.350, may serve as the IEP of the child if using that plan as the IEP is—
 - (i) Consistent with State policy; and
 - (ii) Agreed to by the school and the child's parents.

- (2) In implementing the requirements of paragraph (c)(1) of this section, the school—
 - (i) Provides to the child's parents a detailed explanation of the differences between an IFSP and an IEP; and
 - (ii) If the parents choose an IFSP, obtain written informed consent from the parents.
- (d) Effective date for new requirements. All IEPs developed, reviewed, or revised on or after July 1, 1998 meet the requirements of §§300.340-300.350.

§ 89.1050 (b) (IFSP /IEP)

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

§ 89.1050 (f) For a student who is new to KIPP Inc. Charter School:

- (1) when a student transfers within the state, the ARD committee may, but is not required to, meet when the student enrolls and a copy of the student's IEP is available, the parent(s) indicate in writing that they are satisfied with the current IEP, and the school determines that the current IEP is appropriate and can be implemented as written; or
- (2) if the conditions of subsection (f)(1) of this section are not met, then the ARD committee meets when the student enrolls and the parents verify that the student was receiving special education services in the previous school district, or the previous school district verifies in writing or by telephone that the student was receiving special education services. At this meeting, the ARD committee does one of the following:
 - (A) the ARD committee may determine that it has appropriate evaluation data and other information to develop and begin implementation of a complete IEP for the student; or
 - (B) the ARD committee may determine that valid evaluation data and other information from the previous school district are insufficient or unavailable to develop a complete IEP. In this event, the ARD committee may authorize the provision of temporary special education services pending receipt of valid evaluation data from the previous school district or the collection of new evaluation data by KIPP Inc. Charter School. In this situation, a second ARD committee meeting must be held within 30 school days from the date of the first ARD committee meeting to finalize or develop an IEP based on current information.
- (3) In accordance with TEC, §25.002, the school district in which the student was previously enrolled shall furnish KIPP Inc. Charter School with a copy of the student's records, including the child's special education records, not later than the 30th calendar day after the student was enrolled in the new school district. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C., §1232g, does not require the student's current and previous school districts to obtain parental consent before requesting or sending the student's special education records if the disclosure is conducted in accordance with 34 CFR, §99.31(a)(2) and §99.34.

§300.121 Free appropriate public education (FAPE).

- (a) General. TEA has on file with the Secretary information that shows that, subject to Sec. 300.122, the KIPP Inc. Charter School has in effect a policy that ensures that all children with disabilities aged 3 through 21 residing in the State have the right to FAPE, including children with disabilities who have been suspended or expelled from KIPP Inc. Charter School.
- (b) Required information. The information described in paragraph (a) of this section does--
 - (2) Show that the policy--
 - (B) Is consistent with the requirements of Secs. 300.300-300.313; and
 - (ii) Applies to all children with disabilities, including children who have been suspended or expelled from KIPP Inc. Charter School.
- (c) FAPE for children beginning at age 3. (1) KIPP Inc. Charter School ensures that--
 - (i) The obligation to make FAPE available to each eligible child residing in the State begins no later than the child's third birthday; and
 - (ii) An IEP or an IFSP is in effect for the child by that date, in accordance with Sec. 300.342(c).
- (2) If a child's third birthday occurs during the summer, the child's IEP team shall determine the date when services under the IEP or IFSP will begin.
- (d) FAPE for children suspended or expelled from KIPP Inc. Charter School. (1) A public agency need not provide services during periods of removal under Sec. 300.520(a)(1) to a child with a disability who has been removed from his or her current placement for 10 school days or less in that school year, if services are not provided to a child without disabilities who has been similarly removed.
- (2) In the case of a child with a disability who has been removed from his or her current placement for more than 10 school days in that school year, the public agency, for the remainder of the removals, must--
 - (i) Provide services to the extent necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP, if the removal is--

- (A) Under the school personnel's authority to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under Sec. 300.519(b) (Sec. 300.520(a)(1)); or
- (B) For behavior that is not a manifestation of the child's disability, consistent with Sec. 300.524; and
- (ii) Provide services consistent with Sec. 300.522, regarding determination of the appropriate interim alternative educational setting, if the removal is--
 - (A) For drug or weapons offenses under Sec. 300.520(a)(2); or
 - (B) Based on a hearing officer determination that maintaining the current placement of the child is substantially likely to result in injury to the child or to others if he or she remains in the current placement, consistent with Sec. 300.521.
- (3)(i) KIPP Inc. Charter School personnel, in consultation with the child's special education teacher, determine the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed under the authority of KIPP Inc. Charter School personnel to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under Sec. 300.519 (Sec. 300.520(a)(1)).
- (ii) The child's IEP team determines the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed because of behavior that has been determined not to be a manifestation of the child's disability, consistent with Sec. 300.524.
- (e) Children advancing from grade to grade. (1) Each State shall ensure that FAPE is available to any individual child with a disability who needs special education and related services, even though the child is advancing from grade to grade.
- (2) The determination that a child described in paragraph (a)(1) of this section is eligible under this part, must be made on an individual basis by the group responsible within the child's LEA for making those determinations.

§300.343. IEP meetings.

- (a) General. KIPP Inc. Charter School is responsible for initiating and conducting meetings for the purpose of developing, reviewing, and revising the IEP of a child with a disability (or, if consistent with §300.342(c), an IFSP).
- (b) Initial IEPs; provision of services. (1) KIPP Inc. Charter School ensures that within a reasonable period of time following the agency's receipt of parent consent to an initial evaluation of a child—
 - (i) The child is evaluated; and
 - (ii) If determined eligible under this part, special education and related services are made available to the child in accordance with an IEP.
- (2) In meeting the requirement in paragraph (b)(1) of this section, a meeting to develop an IEP for the child must be conducted within 30-days of a determination that the child needs special education and related services.
- (c) Review and revision of IEPs. KIPP Inc. Charter School ensures that the IEP team—
 - (1) Reviews the child's IEP periodically, but not less than annually, to determine whether the annual goals for the child are being achieved; and
 - (2) Revises the IEP as appropriate to address—
 - (i) Any lack of expected progress toward the annual goals described in §300.347(a), and in the general curriculum, if appropriate;
 - (ii) The results of any reevaluation conducted under §300.536;
 - (iii) Information about the child provided to, or by, the parents, as described in §300.533(a)(1);
 - (iv) The child's anticipated needs; or
 - (v) Other matters.

§300.344. IEP team.

- (a) General. KIPP Inc. Charter School ensures that the IEP team for each child with a disability includes—
 - (1) The parents of the child;
 - (2) At least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment);
 - (3) At least one special education teacher of the child, or if appropriate, at least one special education provider of the child;
 - (4) A representative of the school who—
 - (i) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
 - (ii) Is knowledgeable about the general curriculum; and
 - (iii) Is knowledgeable about the availability of resources of the public agency;
 - (5) An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in paragraphs (a)(2) through (6) of this section;

- (6) At the discretion of the parent or the agency, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and
- (7) If appropriate, the child.

(b) Transition services participants.

- (1) Under paragraph (a)(7) of this section, the school invites a student with a disability of any age to attend his or her IEP meeting if a purpose of the meeting will be the consideration of—
 - (i) The student's transition services needs under §300.347(b)(1);
 - (ii) The needed transition services for the student under §300.347(b)(2); or
 - (iii) Both.
- (2) If the student does not attend the IEP meeting, the school will take other steps to ensure that the student's preferences and interests are considered.
- (3) (i) In implementing the requirements of §300.347(b)(2), the school also invites a representative of any other agency that is likely to be responsible for providing or paying for transition services.
 - (ii) If an agency invited to send a representative to a meeting does not do so, the school will take other steps to obtain participation of the other agency in the planning of any transition services.

(c) Determination of knowledge and special expertise. The determination of the knowledge or special expertise of any individual described in paragraph (a)(6) of this section is made by the party (parents or school) who invited the individual to be a member of the IEP.

(d) Designating a school representative. The school may designate another public agency member of the IEP team to also serve as the agency representative, if the criteria in paragraph (a)(4) of this section are satisfied.

§89.1050 (c) (Teacher member requirements)

(c) At least one general education teacher of the student (if the student is, or may be, participating in the general education environment) participates as a member of the ARD committee. The special education teacher or special education provider that participates in the ARD committee meeting in accordance with 34 CFR, §300.344(a)(3), is certified in the child's suspected areas of disability. When a specific certification is not required to serve certain disability categories, then the special education teacher or special education provider is qualified to provide the educational services that the child may need.

§300.345. Parent participation.

- (a) School responsibility—general. KIPP Inc. Charter School takes steps to ensure that one or both of the parents of a child with a disability are present at each IEP meeting or are afforded the opportunity to participate, including—
 - (1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and
 - (2) Scheduling the meeting at a mutually agreed on time and place.
- (c) Other methods to ensure parent participation. If neither parent can attend, the school uses other methods to ensure parent participation, including individual or conference telephone calls.
- (d) Conducting an IEP meeting without a parent in attendance. A meeting may be conducted without a parent in attendance if the school is unable to convince the parents that they should attend. In this case the school will have a record of its attempts to arrange a mutually agreed on time and place, such as—
 - (1) Detailed records of telephone calls made or attempted and the results of those calls;
 - (2) Copies of correspondence sent to the parents and any responses received; and
 - (3) Detailed records of visits made to the parent's home or place of employment and the results of those visits.
- (e) Use of interpreters or other action, as appropriate. KIPP Inc. Charter School takes whatever action is necessary to ensure that the parent understands the proceedings at the IEP meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.
- (f) Parent copy of child's IEP. The school gives the parent a copy of the child's IEP at no cost to the parent.

§300.346. Development, review, and revision of IEP.

(a) Development of IEP.

- (1) General. In developing each child's IEP, the IEP team, considers—
 - (i) The strengths of the child and the concerns of the parents for enhancing the education of their child;
 - (ii) The results of the initial or most recent evaluation of the child; and
 - (iii) As appropriate, the results of the child's performance on any general State or district-wide assessment programs.
- (2) Consideration of special factors. The IEP team also does—
 - (i) In the case of a child whose behavior impedes his or her learning or that of others, consider, if appropriate,

strategies, including positive behavioral interventions, strategies, and supports to address that behavior.

- (ii) In the case of a child with limited English proficiency, consider the language needs of the child as those needs relate to the child's IEP;
 - (iii) In the case of a child who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the IEP team determines, after an evaluation of the child's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the child's future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the child;
 - (iv) Consider the communication needs of the child, and in the case of a child who is deaf or hard of hearing, consider the child's language and communication needs, opportunities for direct communications with peers and professional personnel in the child's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the child's language and communication mode; and
 - (v) Consider whether the child requires assistive technology devices and services.
- (b) Review and Revision of IEP. In conducting a meeting to review, and, if appropriate, revise a child's IEP, the IEP team considers the factors described in paragraph (a) of this section.
 - (c) Statement in IEP. If, in considering the special factors described in paragraphs (a)(1) and (2) of this section, the IEP team determines that a child needs a particular device or service (including an intervention, accommodation, or other program modification) in order for the child to receive FAPE, the IEP team includes a statement to that effect in the child's IEP.
 - (d) Requirement with respect to regular education teacher. The regular education teacher of a child with a disability, as a member of the IEP team, does, to the extent appropriate, participate in the development, review, and revision of the child's IEP, including assisting in the determination of—
 - (1) Appropriate positive behavioral interventions and strategies for the child; and
 - (2) Supplementary aids and services, program modifications or supports for school personnel that will be provided for the child, consistent with §300.347(a)(3).

§300.347. Content of IEP.

- (a) General. The IEP for each child with a disability includes—
 - (1) A statement of the child's present levels of educational performance, including—
 - (i) How the child's disability affects the child's involvement and progress in the general curriculum (i.e., the same curriculum as for nondisabled children); or
 - (ii) For preschool children, as appropriate, how the disability affects the child's participation in appropriate activities;
 - (2) A statement of measurable annual goals, including benchmarks or short-term objectives, related to—
 - (i) Meeting the child's needs that result from the child's disability to enable the child to be involved in and progress in the general curriculum (i.e., the same curriculum as for nondisabled children), or for preschool children, as appropriate, to participate in appropriate activities; and
 - (ii) Meeting each of the child's other educational needs that result from the child's disability;
 - (3) A statement of the special education and related services and supplementary aids and services to be provided to the child, or on behalf of the child, and a statement of the program modifications or supports for KIPP Inc. Charter School personnel that will be provided for the child—
 - (i) To advance appropriately toward attaining the annual goals;
 - (ii) To be involved and progress in the general curriculum in accordance with paragraph (a)(1) of this section and to participate in extracurricular and other nonacademic activities; and
 - (iii) To be educated and participate with other children with disabilities and nondisabled children in the activities described in this section;
 - (4) An explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class and in the activities described in paragraph (a)(3) of this section;
 - (5) (i) A statement of any individual modifications in the administration of State or district-wide assessments of student achievement that are needed in order for the child to participate in the assessment; and
 - (ii) If the IEP team determines that the child will not participate in a particular State or district-wide assessment of student achievement (or part of an assessment), a statement of—
 - (A) Why that assessment is not appropriate for the child; and
 - (B) How the child will be assessed;
 - (6) The projected date for the beginning of the services and modifications described in paragraph (a)(3) of this section, and the anticipated frequency, location, and duration of those services and modifications; and
 - (7) A statement of—
 - (i) How the child's progress toward the annual goals described in paragraph (a)(2) of this section will be measured; and
 - (ii) How the child's parents will be regularly informed (through such means as periodic report cards), at least as often

as parents are informed of their nondisabled children's progress, of—

- (A) Their child's progress toward the annual goals; and
 - (B) The extent to which that progress is sufficient to enable the child to achieve the goals by the end of the year.
- (b) Transition services. The IEP includes—
- (1) For each student with a disability beginning at age 14 (or younger, if determined appropriate by the IEP team), and updated annually, a statement of the transition service needs of the student under the applicable components of the student's IEP that focuses on the student's courses of study (such as participation in advanced-placement courses or a vocational education program); and
 - (2) For each student beginning at age 16 (or younger, if determined appropriate by the IEP team), a statement of needed transition services for the student, including, if appropriate, a statement of the interagency responsibilities or any needed linkages.
- (c) Transfer of rights. In a State that transfers rights at the age majority, beginning at least one year before a student reaches the age of majority under State law, the student's IEP includes a statement that the student has been informed of his or her rights under Part B of the Act, if any, that will transfer to the student on reaching the age of majority, consistent with §300.517.

§89.1055. Content of the Individualized Education Program (IEP).

- (a) The individualized education program (IEP) developed by the admission, review, and dismissal (ARD) committee for each student with a disability complies with the requirements of 34 Code of Federal Regulations (CFR), §300.346 and §300.347, and Part 300, Appendix A.
- (b) The IEP includes a statement of any individual allowable accommodations in the administration of assessment instruments developed in accordance with Texas Education Code (TEC), §39.023(a)-(c), or district-wide assessments of student achievement that are needed in order for the student to participate in the assessment. If the ARD committee determines that the student will not participate in a particular state- or district-wide assessment of student achievement (or part of an assessment), the IEP must include a statement of:
 - (1) why that assessment is not appropriate for the child; and
 - (2) how the child will be assessed using a locally developed alternate assessment.
- (c) If the ARD committee determines that the student is in need of extended school year (ESY) services, as described in §89.1065 of this title (relating to Extended School Year Services (ESY Services)), then the IEP also includes goals and objectives for ESY services from the student's current IEP.
- (d) For students with visual impairments, from birth through 21 years of age, the IEP or individualized family services plan (IFSP) also meets the requirements of TEC, §30.002(e).
- (e) For students with autism/pervasive developmental disorders, information about the following is considered and, when needed, addressed in the IEP:
 - (1) extended educational programming;
 - (2) daily schedules reflecting minimal unstructured time;
 - (3) in-home training or viable alternatives;
 - (4) prioritized behavioral objectives;
 - (5) prevocational and vocational needs of students 12 years of age or older;
 - (6) parent training; and
 - (7) suitable staff-to-students ratio.
- (f) If the ARD committee determines that services are not needed in one or more of the areas specified in subsection (e)(1)-(7) of this section, the IEP includes a statement to that effect and the basis upon which the determination was made.

§89.1050(e) (The report)

- (e) The written report of the ARD committee documents the decisions of the committee with respect to issues discussed at the meeting. The report includes the date, names, positions, and signatures of the members participating in each meeting in accordance with 34 CFR, §§300.344, 300.345, 300.348, and 300.349. The report also indicates each member's agreement or disagreement with the committee's decisions. In the event TEC, §29.005(d) (1), applies, the school will provide a written or audiotaped copy of the student's IEP, as defined in 34 CFR, §300.346 and §300.347. In the event TEC, §29.005(d)(2), applies, the school will make a good faith effort to provide a written or audiotaped copy of the student's IEP, as defined in 34 CFR, §300.346 and §300.347.

§300.348. Agency responsibilities for transition services.

- (a) If a participating agency, other than KIPP Inc. Charter School, fails to provide the transition services described in the IEP in accordance with §300.347(b)(1), KIPP Inc. Charter School will reconvene the IEP team to identify alternative strategies to meet the transition objectives for the student set out in the IEP.

§300.350. IEP accountability.

- (a) Provision of services. Subject to paragraph (b) of this section, KIPP Inc. Charter School —
 - (1) Provides special education and related services to a child with a disability in accordance with the child's IEP; and
 - (2) Makes a good faith effort to assist the child to achieve the goals and objectives or benchmarks listed in the IEP.

§300.309. Extended school year services.

- (a) General.
 - (1) KIPP Inc. Charter School ensures that extended school year services are available as necessary to provide FAPE, consistent with paragraph (a)(2) of this section.
 - (2) Extended school year services are provided only if a child's IEP team determines, on an individual basis, in accordance with §§300.340-300.350, that the services are necessary for the provision of FAPE to the child.
 - (3) In implementing the requirements of this section, KIPP Inc. Charter School does not—
 - (i) Limit extended school year services to particular categories of disability; or
 - (ii) Unilaterally limit the type, amount, or duration of those services.
- (b) Definition. As used in this section, the term extended school year services means special education and related services that—
 - (1) Are provided to a child with a disability—
 - (i) Beyond the normal school year of the school;
 - (ii) In accordance with the child's IEP; and
 - (iii) At no cost to the parents of the child; and
 - (2) Meet the standards of TEA.

§89.1065. Extended School Year Services (ESY Services).

Extended school year (ESY) services are defined as individualized instructional programs beyond the regular school year for eligible students with disabilities.

- (1) The need for ESY services are determined on an individual student basis by the admission, review, and dismissal (ARD) committee in accordance with 34 Code of Federal Regulations (CFR), §300.309, and the provisions of this section. In determining the need for and in providing ESY services, KIPP Inc. Charter School may not:
 - (A) limit ESY services to particular categories of disability; or
 - (B) unilaterally limit the type, amount, or duration of ESY services.
- (2) The need for ESY services is documented from formal and/or informal evaluations provided by the school or the parents. The documentation shall demonstrate that in one or more critical areas addressed in the current individualized education program (IEP) objectives, the student has exhibited, or reasonably may be expected to exhibit, severe or substantial regression that cannot be recouped within a reasonable period of time. Severe or substantial regression means that the student has been, or will be, unable to maintain one or more acquired critical skills in the absence of ESY services.
- (3) The reasonable period of time for recoupment of acquired critical skills is determined on the basis of needs identified in each student's IEP. If the loss of acquired critical skills would be particularly severe or substantial, or if such loss results, or reasonably may be expected to result, in immediate physical harm to the student or to others, ESY services may be justified without consideration of the period of time for recoupment of such skills. In any case, the period of time for recoupment will not exceed eight weeks.
- (4) A skill is critical when the loss of that skill results, or is reasonably expected to result, in any of the following occurrences during the first eight weeks of the next regular school year:
 - (A) placement in a more restrictive instructional arrangement;
 - (B) significant loss of acquired skills necessary for the student to appropriately progress in the general curriculum;
 - (C) significant loss of self-sufficiency in self-help skill areas as evidenced by an increase in the number of direct service staff and/or amount of time required to provide special education or related services;
 - (D) loss of access to community-based independent living skills instruction or an independent living environment provided by noneducational sources as a result of regression in skills; or
 - (E) loss of access to on-the-job training or productive employment as a result of regression in skills.

- (5) If the school does not propose ESY services for discussion at the annual review of a student's IEP, the parent may request that the ARD committee discuss ESY services pursuant to 34 CFR, §300.344.
- (6) If a student for whom ESY services were considered and rejected loses critical skills because of the decision not to provide ESY services, and if those skills are not regained after the reasonable period of time for recoupment, the ARD committee will reconsider the current IEP if the student's loss of critical skills interferes with the implementation of the student's IEP.
- (7) For students enrolling in the school during the school year, information obtained from the prior school district as well as information collected during the current year may be used to determine the need for ESY services.
- (8) The provision of ESY services is limited to the educational needs of the student and will not supplant or limit the responsibility of other public agencies to continue to provide care and treatment services pursuant to policy or practice, even when those services are similar to, or the same as, the services addressed in the student's IEP. No student shall be denied ESY services because the student receives care and treatment services under the auspices of other agencies.
- (9) KIPP Inc. Charter School is not eligible for reimbursement for ESY services provided to students for reasons other than those set forth in this section.

§89.1050(g) (Discipline)

- (g) All disciplinary actions regarding students with disabilities are determined in accordance with 34 CFR, §§300.121 and 300.519-300.529 (relating to disciplinary actions and procedures), the TEC, Chapter 37, Subchapter A (Alternative Settings for Behavior Management), and §89.1053 of this title (relating to Procedures for Use of Restraint and Time-Out).

§89.1050(h) (Disagreements)

- (h) All members of the ARD committee have the opportunity to participate in a collaborative manner in developing the IEP. A decision of the committee concerning required elements of the IEP is made by mutual agreement of the required members if possible. The committee may agree to an annual IEP or an IEP of shorter duration.
 - (1) When mutual agreement about all required elements of the IEP is not achieved, the party (the parents or adult student) who disagrees is offered a single opportunity to have the committee recess for a period of time not to exceed ten school days. This recess is not required when the student's presence on the campus presents a danger of physical harm to the student or others or when the student has committed an expellable offense or an offense which may lead to a placement in an alternative education program (AEP). The requirements of this subsection (h) do not prohibit the members of the ARD committee from recessing an ARD committee meeting for reasons other than the failure of the parents and the school district from reaching mutual agreement about all required elements of an IEP.
 - (2) During the recess the committee members will consider alternatives, gather additional data, prepare further documentation, and/or obtain additional resource persons which may assist in enabling the ARD committee to reach mutual agreement.
 - (3) The date, time, and place for continuing the ARD committee meeting is to be determined by mutual agreement prior to the recess.
 - (4) If a ten-day recess is implemented as provided in paragraph (1) of this subsection and the ARD committee still cannot reach mutual agreement, the school will implement the IEP which it has determined to be appropriate for the student.
 - (5) When mutual agreement is not reached, a written statement of the basis for the disagreement shall be included in the IEP. The members who disagree shall be offered the opportunity to write their own statements.
 - (6) When KIPP Inc. Charter School implements an IEP with which the parents disagree or the adult student disagrees, the school shall provide prior written notice to the parents or adult student as required in 34 CFR, §300.503.
 - (7) Parents shall have the right to file a complaint, request mediation, or request a due process hearing at any point when they disagree with decisions of the ARD committee.

§37.0021. Use of Confinement, Restraint, Seclusion, and Time-Out.

- (a) It is the policy of this school to treat all students with dignity and respect. A student with a disability will not be confined in a locked box, locked closet, or other specially designed locked space as either a discipline management practice or a behavior management technique.
- (b) In this section:
 - (1) "Restraint" means the use of physical force or a mechanical device to restrict the free movement of all or a portion of a student's body.
 - (2) "Seclusion" means a behavior management technique in which a student is confined in a locked box, locked closet, or locked room that:
 - (A) is designed solely to seclude a person; and
 - (B) contains less than 50 square feet of space.
 - (3) "Time-out" means a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in a setting:

- (A) that is not locked; and
 - (B) from which the student is not physically prevented from leaving.
- (c) A KIPP Inc. Charter School employee or volunteer or an independent contractor of the school may not place a student in seclusion. This subsection does not apply to the use of seclusion in a facility to which the following law, rules, or regulations apply:
- (1) the Children's Health Act of 2000, Pub. L. No. 106-310, any subsequent amendments to that Act, any regulations adopted under that Act, or any subsequent amendments to those regulations;
 - (2) 40 T.A.C. Sections 720.1001-720.1013; or
 - (3) 25 T.A.C. Section 412.308(e).
- (d) The commissioner by rule has adopted procedures for the use of restraint and time-out by a KIPP, Inc. employee or volunteer or an independent contractor of the school in the case of a student receiving special education services under Subchapter A, Chapter 29. A procedure adopted under this subsection must:
- (1) be consistent with:
 - (A) professionally accepted practices and standards of student discipline and techniques for behavior management; and
 - (B) relevant health and safety standards; and
 - (2) identify any discipline management practice or behavior management technique that requires a district employee or volunteer or an independent contractor of a district to be trained before using that practice or technique. (e) In the case of a conflict between a rule adopted under Subsection (d) and a rule adopted under Subchapter A, Chapter 29, the rule adopted under Subsection (d) controls.
- (f) For purposes of this subsection, "weapon" includes any weapon described under Section 37.007(a)(1). This section does not prevent a student's locked, unattended confinement in an emergency situation while awaiting the arrival of law enforcement personnel if:
- (1) the student possesses a weapon; and
 - (2) the confinement is necessary to prevent the student from causing bodily harm to the student or another person.

§89.1053. Procedures for Use of Restraint and Time-Out.

- (a) Requirement to implement. In addition to the requirements of 34 Code of Federal Regulations (CFR), §300.346(a)(2)(i) and (c), KIPP Inc. Charter School implements the provisions of this section regarding the use of restraint and time-out. In accordance with the provisions of Texas Education Code (TEC), §37.0021 (Use of Confinement, Restraint, Seclusion, and Time-Out), it is the policy of KIPP Inc. Charter School to treat all students with dignity and respect.
- (b) Definitions.
- (1) Emergency means a situation in which a student's behavior poses a threat of:
 - (A) imminent, serious physical harm to the student or others; or
 - (B) imminent, serious property destruction.
 - (2) Restraint means the use of physical force or a mechanical device to restrict the free movement of all or a portion of the student's body.
 - (3) Time-out means a behavior management technique in which, to provide a student with an opportunity to regain self-control, the student is separated from other students for a limited period in a setting:
 - (A) that is not locked; and
 - (B) from which the student is not physically prevented from leaving.
- (c) Use of restraint. A KIPP Inc. Charter School employee, volunteer, or independent contractor may use restraint only in an emergency as defined in subsection (b) of this section and with the following limitations.
- (1) Restraint shall be limited to the use of such reasonable force as is necessary to address the emergency.
 - (2) Restraint shall be discontinued at the point at which the emergency no longer exists.
 - (3) Restraint shall be implemented in such a way as to protect the health and safety of the student and others.
 - (4) Restraint shall not deprive the student of basic human necessities.
- (d) Training on use of restraint. Training for KIPP Inc. Charter School employees, volunteers, or independent contractors is provided according to the following requirements.
- (1) Not later than April 1, 2003, a core team of personnel on each campus was trained in the use of restraint, and the team included a campus administrator or designee and any general or special education personnel likely to use restraint.
 - (2) After April 1, 2003, personnel called upon to use restraint in an emergency and who have not received prior training will receive training within 30 school days following the use of restraint.
 - (3) Training on use of restraint includes prevention and de-escalation techniques and provide alternatives to the use of restraint.

- (4) All trained personnel receive instruction in current professionally accepted practices and standards regarding behavior management and the use of restraint.
- (e) Documentation and notification on use of restraint. In a case in which restraint is used, KIPP Inc. Charter School employees, volunteers, or independent contractors will implement the following documentation requirements.
- (1) On the day restraint is utilized, the campus administrator or designee is notified verbally or in writing regarding the use of restraint.
 - (2) On the day restraint is utilized, a good faith effort is made to verbally notify the parent(s) regarding the use of restraint.
 - (3) Written notification of the use of restraint is placed in the mail or otherwise provided to the parent within one school day of the use of restraint.
 - (4) Written documentation regarding the use of restraint is placed in the student's special education eligibility folder in a timely manner so the information is available to the ARD committee when it considers the impact of the student's behavior on the student's learning and/or the creation or revision of a behavioral intervention plan (BIP).
 - (5) Written notification to the parent(s) and documentation to the student's special education eligibility folder includes the following:
 - (A) name of the student;
 - (B) name of the staff member(s) administering the restraint;
 - (C) date of the restraint and the time the restraint began and ended;
 - (D) location of the restraint;
 - (E) nature of the restraint;
 - (F) a description of the activity in which the student was engaged immediately preceding the use of restraint;
 - (G) the behavior that prompted the restraint;
 - (H) the efforts made to de-escalate the situation and alternatives to restraint that were attempted; and
 - (I) information documenting parent contact and notification.
- (f) Clarification regarding restraint. For the purposes of subsections (c)-(e) of this section, restraint does not include the use of:
- (1) physical contact or appropriately prescribed adaptive equipment to promote normative body positioning and/or physical functioning;
 - (2) limited physical contact with a student to promote safety (e.g., holding a student's hand), prevent a potentially harmful action (e.g., running into the street), teach a skill, or provide comfort;
 - (3) limited physical contact or appropriately prescribed adaptive equipment to prevent a student from engaging in ongoing, repetitive self-injurious behaviors; or
 - (4) seat belts and other safety equipment used to secure students during transportation.
- (g) Use of time-out. A KIPP Inc. Charter School employee, volunteer, or independent contractor may use time-out in accordance with subsection (b)(3) of this section with the following limitations.
- (1) Physical force or threat of physical force is not used to place a student in time-out.
 - (2) Time-out is only be used in conjunction with an array of positive behavior intervention strategies and techniques and must be included in the student's individualized education program (IEP) and/or BIP if it is utilized on a recurrent basis to increase or decrease a targeted behavior.
 - (3) Use of time-out is not implemented in a fashion that precludes the ability of the student to be involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.
- (h) Training on use of time-out. Training for KIPP Inc. Charter School employees, volunteers, or independent contractors is provided according to the following requirements.
- (1) By April 1, 2003, general or special education personnel who implement time-out based on requirements established in a student's IEP and/or BIP were trained in the use of time-out.
 - (2) After April 1, 2003, newly-identified personnel called upon to implement time-out based on requirements established in a student's IEP and/or BIP receive training in the use of time-out within 30 school days of being assigned the responsibility for implementing time-out.
 - (3) Training on the use of time-out is provided as part of a program which addresses a full continuum of positive behavioral intervention strategies, and addresses the impact of time-out on the ability of the student to be involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.
 - (4) All trained personnel receive instruction in current professionally accepted practices and standards regarding behavior management and the use of time-out.

- (i) Documentation on use of time-out. Necessary documentation or data collection regarding the use of timeout, if any, is addressed in the IEP or BIP. The admission, review, and dismissal (ARD) committee uses any collected data to judge the effectiveness of the intervention and provide a basis for making determinations regarding its continued use.
- (j) Student safety. Any behavior management technique and/or discipline management practice is implemented in such a way as to protect the health and safety of the student and others. No discipline management practice is calculated to inflict injury, cause harm, demean, or deprive the student of basic human necessities.
- (k) Data collection requirement. Beginning with the 2003-2004 school year, with the exception of actions covered by subsection (f) of this section, cumulative data regarding the use of restraint will be reported through the Public Education Information Management System (PEIMS).

G. Least Restrictive Environment (LRE) Placement

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

§300.550. General LRE requirements.

- (a) Except as provided in §300.311(b) and (c), KIPP Inc. Charter School must demonstrate to the satisfaction of the Secretary that the State has in effect policies and procedures to ensure that it meets the requirements of §§300.550-300.556.
- (b) KIPP Inc. Charter School ensures—
 - (1) That to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and
 - (2) That special classes, separate schooling or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

§300.551. Continuum of alternative placements.

- (a) KIPP Inc. Charter School ensures that a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services.
- (b) The continuum required in paragraph (a) of this section—
 - (1) Includes the alternative placements listed in the definition of special education under §300.26 (instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions); and
 - (2) Makes provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.

§89.63. Instructional Arrangements and Settings.

- (a) KIPP Inc. Charter School is able to provide services with special education personnel to students with disabilities in order to meet the special needs of those students in accordance with 34 Code of Federal Regulations, §§300.550-300.554.
- (b) Subject to §89.1075(e) of this title (relating to General Program Requirements and Local District Procedures) for the purpose of determining the student's instructional arrangement/setting, the regular school day is defined as the period of time determined appropriate by the admission, review, and dismissal (ARD) committee.
- (c) Instructional arrangements/settings are based on the individual needs and individualized education programs (IEPs) of eligible students receiving special education services and shall include the following.
 - (1) Mainstream. This instructional arrangement/setting is for providing special education and related services to a student in the regular classroom in accordance with the student's IEP. Qualified special education personnel are involved in the implementation of the student's IEP through the provision of direct, indirect and/or support services to the student, and/or the student's regular classroom teacher(s) necessary to enrich the regular classroom and enable student success. The student's IEP specifies the services that will be provided by qualified special education personnel to enable the student to appropriately progress in the general education curriculum and/or appropriately advance in achieving the goals set out in the student's IEP. Examples of services provided in this instructional arrangement include, but are not limited to, direct instruction, helping teacher, team teaching, co-teaching, interpreter, education aides, curricular or instructional modifications/accommodations, special materials/equipment, consultation with the student and his/her regular classroom teacher(s) regarding the student's progress in regular education classes, staff development, and reduction of ratio of students to instructional staff.

- (2) Homebound. This instructional arrangement/setting is for providing special education and related services to students who are served at home or hospital bedside.
 - (A) Students served on a homebound or hospital bedside basis are confined for a minimum of four consecutive weeks as documented by a physician licensed to practice in the United States. Homebound or hospital bedside instruction may, as provided by local school policy, also be provided to chronically ill students who are expected to be confined for any period of time totaling at least four weeks throughout the school year as documented by a physician licensed to practice in the United States. The student's ARD committee determines the amount of services to be provided to the student in this instructional arrangement/setting in accordance with federal and state laws, rules, and regulations, including the provisions specified in subsection (b) of this section.
 - (B) Home instruction may also be used for services to infants and toddlers (birth through age 2) and young children (ages 3-5) when determined appropriate by the child's individualized family services plan (IFSP) committee or ARD committee. This arrangement/setting also applies to school districts described in Texas Education Code, §29.014.
- (3) Hospital class. This instructional arrangement/setting is for providing special education instruction in a classroom, in a hospital facility, or a residential care and treatment facility not operated by KIPP Inc. Charter School. If the students residing in the facility are provided special education services outside the facility, they are considered to be served in the instructional arrangement in which they are placed and are not to be considered as in a hospital class.
- (4) Speech therapy. This instructional arrangement/setting is for providing speech therapy services whether in a regular education classroom or in a setting other than a regular education classroom. When the only special education or related service provided to a student is speech therapy, then this instructional arrangement is not combined with any other instructional arrangement.
- (5) Resource room/services. This instructional arrangement/setting is for providing special education and related services to a student in a setting other than regular education for less than 50% of the regular school day.
- (6) Self-contained (mild, moderate, or severe) regular campus. This instructional arrangement/setting is for providing special education and related services to a student who is in a self-contained program for 50% or more of the regular school day on a regular school campus.
- (7) Off home campus. This instructional arrangement/setting is for providing special education and related services to the following, including students at South Texas Independent School District and Windham Independent School District:
 - (8) Nonpublic day school. This instructional arrangement/setting is for providing special education and related services to students through a contractual agreement with a nonpublic school for special education.
 - (9) Vocational adjustment class/program. This instructional arrangement/setting is for providing special education and related services to a student who is placed on a job with regularly scheduled direct involvement by special education personnel in the implementation of the student's IEP. This instructional arrangement/setting is used in conjunction with the student's individual transition plan and only after the school district's career and technology classes have been considered and determined inappropriate for the student.
 - (10) Residential care and treatment facility (not school district resident). This instructional arrangement/setting is for providing special education instruction and related services to students who reside in care and treatment facilities and whose parents do not reside within the boundaries of the school district providing educational services to the students. In order to be considered in this arrangement, the services must be provided on a school district campus. If the instruction is provided at the facility, rather than on a school district campus, the instructional arrangement is considered to be the hospital class arrangement/setting rather than this instructional arrangement. Students with disabilities who reside in these facilities may be included in the average daily attendance of the district in the same way as all other students receiving special education.
 - (11) State school for persons with mental retardation. This instructional arrangement/setting is for providing special education and related services to a student who resides at a state school when the services are provided at the state school location. If services are provided on a local school district campus, the student is considered to be served in the residential care and treatment facility arrangement/setting.

§300.552. Placements.

[See Appendix A; Q. 19, Q. 37]

In determining the educational placement of a child with a disability, including a preschool child with a disability, KIPP Inc. Charter School ensures that—

- (a) The placement decision—
 - (1) Is made by a group of persons, including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options; and
 - (2) Is made in conformity with the LRE provisions of this subpart, including §§300.550-300.554;
- (b) The child's placement—
 - (1) Is determined at least annually;
 - (2) Is based on the child's IEP; and
 - (3) Is as close as possible to the child's home;

- (c) Unless the IEP of a child with a disability requires some other arrangement, the child is educated in the school that he or she would attend if nondisabled;
- (d) In selecting the LRE, consideration is given to any potential harmful effect on the child or on the quality of services that he or she needs; and
- (e) A child with a disability is not removed from education in age-appropriate regular classrooms solely because of needed modifications in the general curriculum.

§300.553. Nonacademic settings.

In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and the services and activities set forth in §300.306, KIPP Inc. Charter School ensures that each child with a disability participates with nondisabled children in those services and activities to the maximum extent appropriate to the needs of that child.

H. Transition Planning

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

§300.29. Transition services.

- (a) As used in this part, transition services means a coordinated set of activities for a student with a disability that—
 - (1) Is designed within an outcome-oriented process, that promotes movement from KIPP Inc. Charter School to post-school activities, including postsecondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation;
 - (2) Is based on the individual student's needs, taking into account the student's preferences and interests; and
 - (3) Includes—
 - (i) Instruction;
 - (ii) Related services;
 - (iii) Community experiences;
 - (iv) The development of employment and other post-school adult living objectives; and
 - (v) If appropriate, acquisition of daily living skills and functional vocational evaluation.
- (b) Transition services for students with disabilities may be special education, if provided as specially designed instruction, or related services, if required to assist a student with a disability to benefit from special education.

§29.011. Transition Planning.

- (a) The Texas Education Agency, the Texas Department of Mental Health and Mental Retardation, and the Texas Rehabilitation Commission shall develop, agree to, and by rule adopt a memorandum of understanding that establishes the respective responsibilities of each agency for the provision of services necessary to prepare students enrolled in special education programs for a successful transition to life outside of the public school system.
- (b) The Texas Education Agency, the Texas Department of Mental Health and Mental Retardation, and the Texas Rehabilitation Commission may request other appropriate agencies to participate in the development of the memorandum of understanding, and each agency requested shall participate and adopt the memorandum. The memorandum must be agreed to by all participating agencies.
- (c) The memorandum may require an agency or a school district to provide a service only if the agency or school district is providing that service at the time the memorandum is adopted. The memorandum shall require each participating agency to participate in the development of a transition plan required by Subsection (e) on the request of a school district.
- (d) The Texas Education Agency shall coordinate the development of the memorandum of understanding.
- (e) KIPP Inc. Charter School develops and annually reviews an individual transition plan (ITP) for each student enrolled in a special education program who is at least 16 years of age. The ITP is developed in a separate document from the individualized education program (IEP) and is not considered a part of the IEP. KIPP Inc. Charter School coordinates development of the ITP with any participating agency as provided in the memorandum of understanding in order to provide continuity and coordination of services among the various agencies and between the ITP and IEP. The school shall request the participation in the development of the ITP of any participating agency recommended by school personnel or requested by the student or the student's parent. The school invites the student and the student's parents or guardians to participate in the development of the ITP. Only those components of the ITP that are the responsibility of the school may be incorporated into the student's IEP. Only the failure to implement those components of a student's ITP that are included in the IEP are

subject to the due process procedures of the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.) or to Texas Education Agency complaint procedures. The failure of the school to develop and annually review an ITP for a student is subject only to the Texas Education Agency complaint procedures and not to the due process procedures of the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.). A monitoring visit under Section 29.010 shall include a review of the transition planning requirements under this section. KIPP Inc. Charter School is not liable for the failure of another agency to implement those components of the ITP that are designated as the responsibility of that agency under the memorandum of understanding.

§89.1110. Memorandum of Understanding on Transition Planning for Students Receiving Special Education Services. (by assurance and reference)

I. Certified Personnel for the Provision of Services to Children with Special Needs

(34 CFR 300.26; 34 CFR 300.136; 19 TAC 89.1131; SBEC requirements)

§89.1131. Qualifications of Special Education, Related Service, and Paraprofessional Personnel.

- (a) All special education and related service personnel are certified, endorsed, or licensed in the area or areas of assignment in accordance with 34 Code of Federal Regulations (CFR), §300.23 and §300.136; the Texas Education Code (TEC), §§21.002, 21.003, and 29.304; or appropriate state agency credentials.
- (b) A teacher who holds a special education certificate or an endorsement may be assigned to any level of a basic special education instructional program serving eligible students 3-21 years of age, as defined in §89.1035(a) of this title (relating to Age Ranges for Student Eligibility), in accordance with the limitation of their certification, except for the following.
 - (1) Persons assigned to provide speech therapy instructional services must hold a valid Texas Education Agency (TEA) certificate in speech and hearing therapy or speech and language therapy, or a valid state license as a speech/language pathologist.
 - (2) Teachers holding only a special education endorsement for early childhood education for children with disabilities are assigned only to programs serving infants through Grade 6.
 - (3) Teachers assigned full-time to teaching students who are orthopedically impaired or other health impaired with the teaching station in the home or a hospital are not required to hold a special education certificate or endorsement as long as the personnel file contains an official transcript indicating that the teacher has completed a three-semester-hour survey course in the education of students with disabilities and three semester hours directly related to teaching students with physical impairments or other health impairments.
 - (4) Teachers certified in the education of students with visual impairments are available to students with visual impairments, including deaf-blindness, through one of KIPP Inc. Charter School's instructional options, a shared services arrangement with other school districts, or an education service center (ESC). A teacher who is certified in the education of students with visual impairments attends each admission, review, and dismissal (ARD) committee meeting or individualized family service plan (IFSP) meeting of a student with a visual impairment, including deaf-blindness.
 - (5) Teachers certified in the education of students with auditory impairments are available to students with auditory impairments, including deaf-blindness, through one of KIPP Inc. Charter School's instructional options, a regional day school program for the deaf, a shared services arrangement with other school districts, or an ESC. A teacher who is certified in the education of students with auditory impairments must attend each ARD committee meeting or IFSP meeting of a student with an auditory impairment, including deaf-blindness.
 - (6) The following provisions apply to physical education.
 - (A) When the ARD committee has made the determination and the arrangements are specified in the student's individualized education program (IEP), physical education is provided by the following personnel:
 - (i) special education instructional or related service personnel who have the necessary skills and knowledge;
 - (ii) physical education teachers;
 - (iii) occupational therapists;
 - (iv) physical therapists; or
 - (v) occupational therapy assistants or physical therapy assistants working under supervision in accordance with the standards of their profession.
 - (B) When these services are provided by special education personnel, the school must document that they have the necessary skills and knowledge. Documentation may include, but need not be limited to, inservice records, evidence of attendance at seminars or workshops, or transcripts of college courses.
 - (7) Teachers assigned full-time or part-time to instruction of students from birth through age two with visual impairments, including deaf-blindness, are certified in the education of students with visual impairments. Teachers assigned full-time or part-time to instruction of students from birth through age two who are deaf, including deaf-blindness, are certified in

education for students who are deaf and severely hard of hearing. Other certifications for serving these students shall require prior approval from TEA.

- (8) Teachers with secondary certification with the generic delivery system are assigned to teach Grades 6-12 only.
- (c) Paraprofessional personnel are certified and may be assigned to work with eligible students, general and special education teachers, and related service personnel. Aides may also be assigned to assist students with special education transportation, serve as a job coach, or serve in support of community-based instruction. Aides paid from state administrative funds may be assigned to the Special Education Resource System (SERS), the Special Education Management System (SEMS), or other special education clerical or administrative duties.
- (d) Interpreting services for students who are deaf shall be provided by an interpreter who is certified in the appropriate language mode(s), if certification in such mode(s) is available. If certification is available, the interpreter will be certified by the Registry of Interpreters for the Deaf or the Texas Commission for the Deaf and Hard of Hearing, unless the interpreter has been granted an emergency permit by the commissioner of education to provide interpreting services for students who are deaf. The commissioner shall consider applications for the issuance of an emergency permit to provide interpreting services for students who are deaf on a case-by-case basis in accordance with requirements set forth in 34 CFR, §300.136, and standards and procedures established by the TEA. In no event will an emergency permit allow an uncertified interpreter to provide interpreting services for more than a total of three school years to students who are deaf.
- (e) Orientation and mobility instruction is provided by a certified orientation and mobility specialist (COMS) who is certified by the Academy for Certification of Vision Rehabilitation and Education.

J. Services to Expelled Students

(34 CFR 300.121(d); 34 CFR 300.522; TEC Chapter 37.004

§300.121(d). Free appropriate public education (FAPE).

- (d) FAPE for children suspended or expelled from KIPP Inc. Charter School.
 - (1) KIPP Inc. Charter School need not provide services during periods of removal under §300.520(a)(1) to a child with a disability who has been removed from his or her current placement for 10 school days or less in that school year, if services are not provided to a child without disabilities who has been similarly removed.
 - (2) In the case of a child with a disability who has been removed from his or her current placement for more than 10 school days in that school year, KIPP Inc. Charter School, for the remainder of the removals,—
 - (i) Provides services to the extent necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP, if the removal is—
 - (A) Under the school personnel's authority to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519(b) (§300.520((a)(1))); or
 - (B) For behavior that is not a manifestation of the child's disability, consistent with §300.524; and
 - (ii) Provides services consistent with §300.522, regarding determination of the appropriate interim alternative educational setting, if the removal is—
 - (A) For drug or weapons offenses under §300.520(a)(2); or
 - (B) Based on a hearing officer determination that maintaining the current placement of the child is substantially likely to result in injury to the child or to others if he or she remains in the current placement, consistent with §300.521.
 - (3) (i) School personnel, in consultation with the child's special education teacher, determine the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed under the authority of school personnel to remove for not more than 10 consecutive school days as long as that removal does not constitute a change of placement under §300.519 (§300.520(a)(1)).
 - (ii) The child's IEP team determines the extent to which services are necessary to enable the child to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the child's IEP if the child is removed because of behavior that has been determined not to be a manifestation of the child's disability, consistent with §300.524.

§300.522. Determination of setting.

- (a) General. The interim alternative educational setting referred to in §300.520(a)(2) is determined by the IEP team.
- (b) Additional requirements. Any interim alternative educational setting in which a child is placed under §§300.520(a)(2) or 300.521 is—

- (1) Selected so as to enable the child to continue to progress in the general curriculum, although in another setting, and to continue to receive those services and modifications, including those described in the child's current IEP, that will enable the child to meet the goals set out in that IEP; and
- (2) Including services and modifications to address the behavior described in §§300.520(a)(2) or 300.521, that are designed to prevent the behavior from recurring.

§ 37.004. Placement of Students With Disabilities

- (a) The placement of a student with a disability who receives special education services is made only by a duly constituted admission, review, and dismissal committee. Any disciplinary action regarding a student with disabilities that would constitute a change in placement under federal law may only occur after a manifestation determination review has been conducted by the student's admission, review, and dismissal committee.
- (b) All disciplinary actions regarding a student with a disability who receives special education services are determined in accordance with federal law and regulations, including the provision of functional behavioral assessments; positive behavioral interventions, strategies, and supports; behavioral intervention plans; and the manifestation determination review.
- (c) A teacher in a disciplinary alternative education program who has a special education assignment holds an appropriate certificate or permit for that assignment. A student with a disability who receives special education services is not placed in alternative education programs solely for educational purposes.

§ 37.004. Placement of Students With Disabilities

- (a) The placement of a student with a disability who receives special education services is made only by a duly constituted admission, review, and dismissal committee.
- (b) Any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law is taken only after the student's admission, review, and dismissal committee conducts a manifestation determination review under 20 U.S.C. Section 1415(k)(4) and its subsequent amendments. Any disciplinary action regarding the student is determined in accordance with federal law and regulations, including laws or regulations requiring the provision of:
 - (1) functional behavioral assessments;
 - (2) positive behavioral interventions, strategies, and supports; and
 - (3) behavioral intervention plans.
- (c) A student with a disability who receives special education services is not placed in alternative education programs solely for educational purposes.
- (d) A teacher in an alternative education program under Section 37.008 who has a special education assignment holds an appropriate certificate or permit for that assignment.
- (e) Notwithstanding any other provision of this subchapter, in a county with a juvenile justice alternative education program established under Section 37.011, the expulsion under a provision of Section 37.007 described by this subsection and Subsection (f). The school from which the student was expelled, KIPP Inc. Charter School, in accordance with applicable federal law, provides the administrator of the juvenile justice alternative education program or the administrator's designee with reasonable notice of the meeting of the student's admission, review, and dismissal committee to discuss the student's expulsion. A representative of the juvenile justice alternative education program may participate in the meeting to the extent that the meeting relates to the student's placement in the program. This subsection applies only to an expulsion under:
 - (1) Section 37.007(b), (c), or (f); or
 - (2) Section 37.007(d) as a result of conduct that contains the elements of any offense listed in Section 37.007(b)(3) against any employee or volunteer in retaliation for or as a result of the person's employment or association with a school district.
- (f) If, after placement of a student in a juvenile justice alternative education program under Subsection (e), the administrator of the program or the administrator's designee has concerns that the student's educational or behavioral needs cannot be met in the program, the administrator or designee will immediately provide written notice of those concerns to KIPP Inc. Charter School, the school district from which the student was expelled. The student's admission, review, and dismissal committee meets to reconsider the placement of the student in the program. The district, in accordance with applicable federal law, provides the administrator or designee with reasonable notice of the meeting, and a representative of the program may participate in the meeting to the extent that the meeting relates to the student's continued placement in the program.

K. Allowable Expenditures of State Special Education Funds

(19 TAC 89.1125)

§89.1125. Allowable Expenditures of State Special Education Funds.

- (a) Persons paid from special education funds are assigned to instructional or other duties in the special education program and/or to provide support services to the regular education program in order for students with disabilities to be included in the regular program. Support services include, but not are limited to, collaborative planning, co-teaching, small group instruction with special and regular education students, direct instruction to special education students, or other support services determined necessary by the admission, review, and dismissal (ARD) committee for an appropriate program for the student with disabilities. Assignments may include duties supportive to KIPP Inc. Charter School operations equivalent to those assigned to regular education personnel.
- (b) Personnel assigned to provide support services to the regular education program as stated in subsection (a) of this section may be fully funded from special education funds.
- (c) If personnel are assigned to special education on less than a full-time basis, except as stated in subsection (a) of this section, only that portion of time for which the personnel are assigned to students with disabilities is paid from state special education funds.
- (d) State special education funds may be used for special materials, supplies, and equipment which are directly related to the development and implementation of individualized education programs (IEPs) of students and which are not ordinarily purchased for the regular classroom. Office and routine classroom supplies are not allowable. Special equipment may include instructional and assistive technology devices, audiovisual equipment, computers for instruction or assessment purposes, and assessment equipment only if used directly with students.
- (e) State special education funds may be used to contract with consultants to provide staff development, program planning and evaluation, instructional services, assessments, and related services to students with disabilities.
- (f) State special education funds may be used for transportation only to and from residential placements. Prior to using federal funds for transportation costs to and from a residential facility, a district must use state or local funds based on actual expenses up to the state transportation maximum for private transportation contracts.
- (g) State special education funds may be used to pay staff travel to perform services directly related to the education of eligible students with disabilities. Funds may also be used to pay travel of staff (including administrators, general education teachers, and special education teachers and service providers) to attend staff development meetings for the purpose of improving performance in assigned positions directly related to the education of eligible students with disabilities. In no event will the purpose for attending such staff development meetings include time spent in performing functions relating to the operation of professional organizations. In accordance with 34 Code of Federal Regulations, §300.382(j), funds may also be used to pay for the joint training of parents and special education, related services, and general education personnel.

§105.11. Maximum Allowable Indirect Cost.

No more than 15 % of each school district's Foundation School Program special allotments under the Texas Education Code, Chapter 42, Subchapter C, may be expended for indirect costs related to the following programs: compensatory education, gifted and talented education, bilingual education and special language programs, career and technology education, and special education. Indirect costs may be attributed to the following expenditure function codes: 34 - Student Transportation; 41 - General Administration; 81 - Facilities Acquisition and Construction; and the Function 90 series of the general fund, as defined in the Texas Education Agency (TEA) bulletin, Financial Accountability System Resource Guide.

#2

Renewal Contingencies

#2

Recruitment Groups

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Comments:

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Date entered: []

Last Name []

First Name []

Father's name []

Mother's name []

Address []

Apt# []

Apartment name []

City []

Zip code []

phone # []

Dad's Work number []

Mom's Work number []

Cell phone number []

pager # []

alternate phone number []

Name of person at Alt. number []

Current Grade level []

old school []

district zoned to []

referred by []

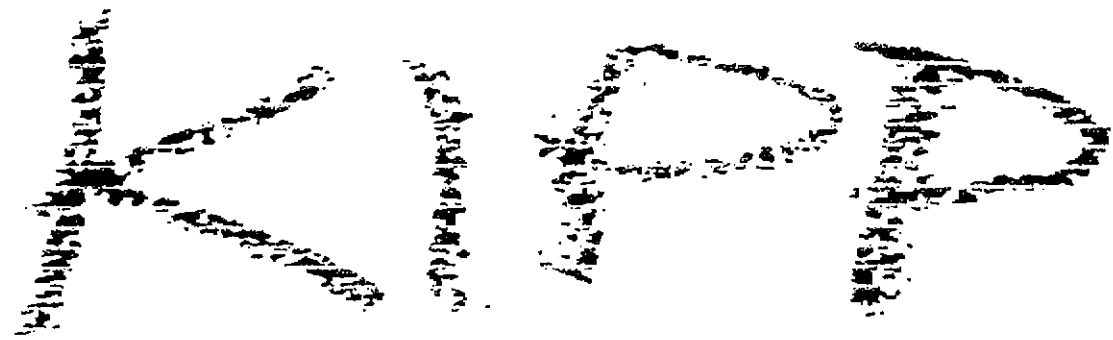
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Attended Meeting []

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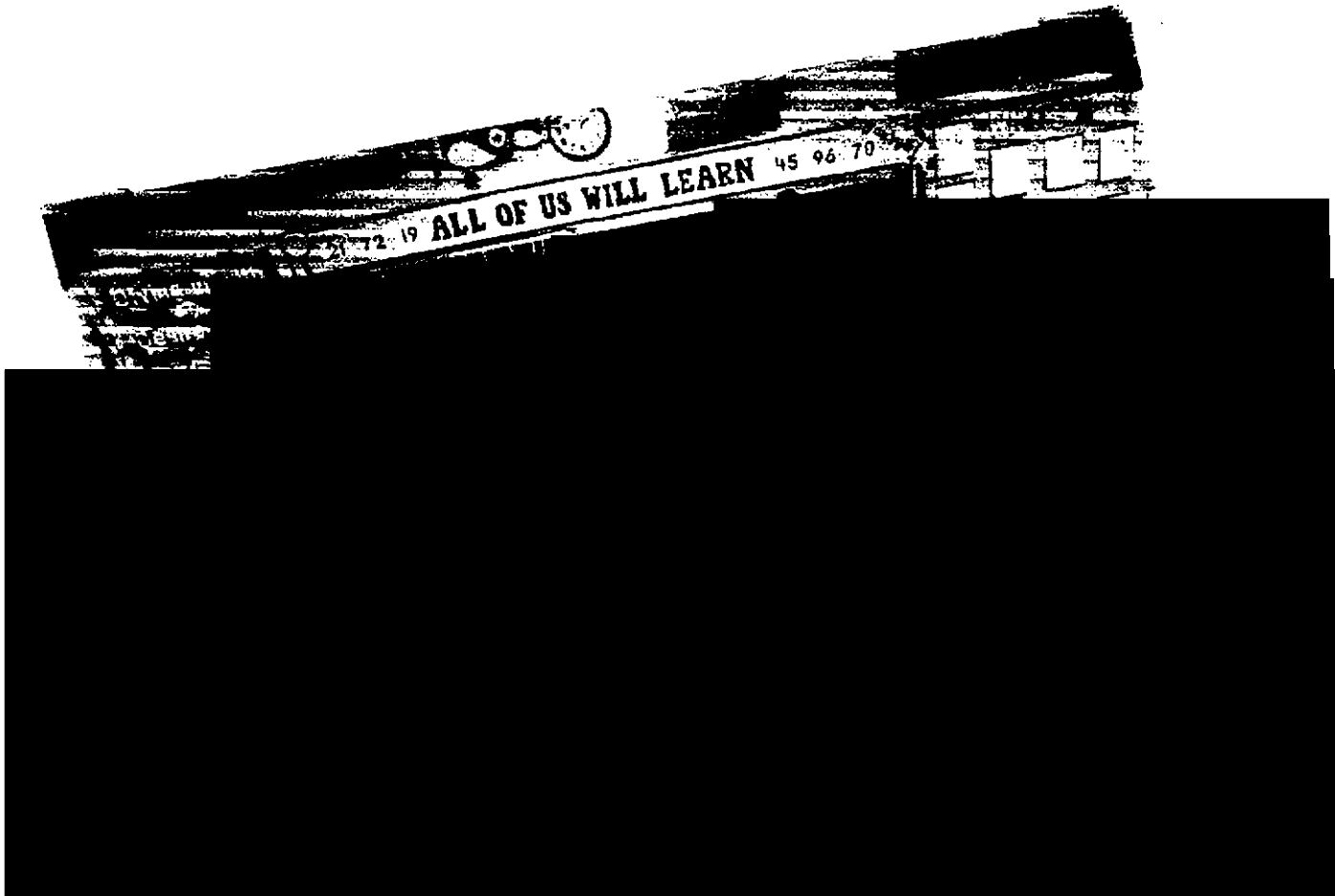
Renewal Contingencies

#3



A C A D E M Y

F O U N D E D 1 9 9 4



AN INNOVATIVE AND EFFECTIVE FRAMEWORK FOR PUBLIC SCHOOLS

Renewal Contingencies

Guiding Principles:

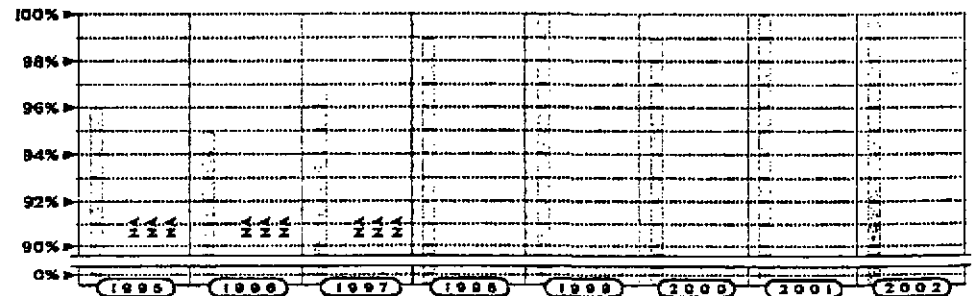
KIPP is built upon a few, simple, fundamental principles:

- 2. There are no shortcuts.
- 3. Success is built through desire, discipline, and dedication.
- 4. The path to success is education.
- 5. KIPP Academy's goals for its students are:
 1. Learn the rigorous academic skills fundamental to success in high school and college.
 2. Become curious, creative, habitual thinkers and scholars.
 3. Develop the qualities of character necessary to be proactive, self-disciplined citizens inside and outside the school.
 4. Develop leadership skills.
 5. Develop and realize individual goals of achievement based on high expectations.

2002 Results:

- 2. Again named an Exemplary School by Texas Education Agency, over 99% of all KIPP students passed all sections of the Texas Assessment of Academic Skills (TAAS). In Math, Writing, and Science, KIPP students earned a perfect passing rate of 100%. In Reading and Social Studies, KIPP students earned a school-wide passing rate of 99%. All students were tested; KIPP claimed no exemptions.
- 3. Eighth graders who finished KIPP in the last 4 years (1999 - 2002) have accepted over \$11 million in high school scholarships.

Texas Assessment of Academic Skills (TAAS) Subject Wise Results



- Math
- Reading
- Writing
- Science
- Social Studies

*The test results shown here are lower than those reported for KIPP by Texas Education Agency (TEA) because KIPP compares the number of students passing the English TAAS exams with the total number of students enrolled in the school, without discounting for exemptions. For purposes of TEA reporting, in which exemptions are allowed, KIPP only claimed the following number of exemptions: 1995 - 0, 1996 - 0, 1997 - 4, 1998 - 3, 1999 - 0, 2000 - 0, 2001 - 0, 2002 - 0.

Renewal Contingencies

KIPP Contingencies

- 335 students enrolled in grades 5-9.
- All spend 67% more time in school than other public school students.
- All sign the *KIPP Commitment to Excellence Form* pledging attendance and diligence.
- Approximately 75% are Hispanic, 20% are African-American, 4% are Asian-American, and 1% is Caucasian.
- 85% are eligible for federal breakfast and lunch programs.

KIPP Contingencies

- Eighteen teachers for the 2002-2003 school year.
- Make home visits to provide homework assistance, and help teach parents methods of academic support.
- Provide transportation to and from school for those students who do not have transportation.
- Are on call 24-hours, providing students with home phone, cellular, and pager numbers, and respond to a toll-free 1-800 number for student homework questions and emergencies.

HOUSTON KIPP:

KIPP continues to track the progress of its students as they enter high school and college. Since 1999, KIPP students have been accepted to some of Houston's and the nation's more prestigious high schools including:

HOUSTON PUBLIC SCHOOLS

- Bellaire Foreign Language Magnet High School
- Carrer Magnet High School
- DeBakey Health Professions Magnet High School for the Performing and Visual Arts
- Lamar Business Administration Magnet High School
- Middle College for Technology Careers
- Washington Engineering Magnet High School
- YES College Preparatory

HOUSTON AREA PRIVATE SCHOOLS

- The Awty International School
- The Chiquapin (Girls) School
- Duchesne Academy
- Episcopal High School
- Incarnate Word Academy
- The John Cooper School
- The Kincaid School
- Mount Carmel High School
- Second Baptist School
- Saint Agnes Academy
- St. John's School
- St. Plus X High School
- St. Stephen's Episcopal School
- St. Thomas High School
- Strake Jesuit College Preparatory

NATIONWIDE EDUCATION FOUNDATIONS

- The Asheville School (North Carolina)
- Baylor School (Tennessee)
- The Blue Ridge School (Virginia)
- Boatstrap Ranch High School (Montana)
- Brooks School (Massachusetts)
- Cate School (California)
- The Chiquapin (Boys) School (Texas)
- Choate Rosemary Hall (Connecticut)
- Concord Academy (Massachusetts)
- Conserve School (Wisconsin)
- Dana Hall (Massachusetts)
- Deerfield Academy (Massachusetts)
- Dublin School (New Hampshire)

- Eagle Rock School (Colorado)
- Edina A Better Chance Program (Minnesota)
- Episcopal High School (Virginia)
- Fountain Valley School of Colorado (Colorado)
- Foxcroft School (Virginia)
- Garrison Forest School (Maryland)
- George School (Pennsylvania)
- Groton School (Massachusetts)
- The Gunnery (Connecticut)
- Hockaday School (Texas)
- The Hotchkiss School (Connecticut)
- Kent School (Connecticut)
- Lake Forest Academy (Illinois)
- The Lawrenceville School (New Jersey)
- The Loomis Chaffee School (Connecticut)
- The Madeira School (Virginia)
- The Marvelwood School (Connecticut)
- The Masters School (Connecticut)
- Midland School (California)
- Millbrook School (New York)
- Milton Academy (Massachusetts)
- Miss Hall's School (Massachusetts)
- Miss Porter's School (Connecticut)
- New Mexico Military Institute (New Mexico)
- Northfield Mount Hermon School (Massachusetts)
- Oldfields School (Maryland)
- The Orme School (Arizona)
- The Peddie School (New Jersey)
- Phillips Andover Academy (Massachusetts)
- Phillips Exeter Academy (New Hampshire)
- Pomfret School (Connecticut)
- Portsmouth Abbey School (Rhode Island)
- The Putney School (Vermont)
- St. Andrew's School (Rhode Island)
- St. Andrew's-Sewanee School (Tennessee)
- St. Margaret's School (Virginia)
- Saint Mark's School (Massachusetts)
- Saint Mary's Hall (Texas)
- St. Paul's School (New Hampshire)
- St. Stephen's Episcopal (Texas)
- St. Timothy's School (Maryland)
- Salisbury School (Connecticut)
- San Marcos Baptist (Texas)
- Stevenson School (California)
- Stoneleigh-Burnham School (Massachusetts)
- Subiaco Academy (Arkansas)
- Tabor Academy (Massachusetts)

- The Taft School (Connecticut)
- Texas Military Institute (Texas)
- Tabor Academy (Massachusetts)
- Thacher School (California)
- Trinity-Pawling School (New York)
- Verde Valley School (Arizona)
- Vermont Academy (Vermont)
- Virginia Episcopal School (Virginia)
- The Williston-Northampton School (Massachusetts)
- Woodberry Forest (Virginia)

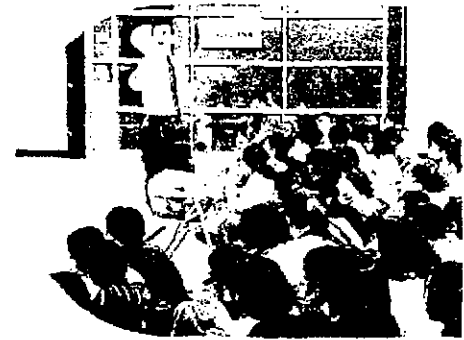
The students who attended KIPP in 1994, its inaugural year, as fifth graders are now freshmen in college. In addition, the first group of KIPPsters to attend KIPP all four years are seniors in high school and are receiving acceptances from colleges and universities every day. As of February 1, 2003 these acceptances include:

- Adelphi University
- Agnes Scott College
- American University
- Austin College
- DePaul University
- Hartwick University
- Loyola University Chicago
- Loyola University New Orleans
- Middlebury College
- Occidental College
- Our Lady of the Lake University
- Sam Houston State University
- San Jose State University
- Schreiner University
- Southern Methodist University
- Southwestern University
- St. Edward's University
- St. Mary's University
- Stephen F. Austin University
- Texas A&M College Station
- Texas Lutheran University
- Texas Tech University
- Trinity University
- Tulane University
- University of Arizona
- University of Connecticut
- University of Dallas
- University of Houston
- University of Houston Honors College
- University of Redlands
- University of St. Thomas
- University of Texas at San Antonio
- University of Texas Pan American
- Whittier College
- Worcester Polytechnic Institute

• Denotes offers accepted by KIPP students.

Renewal Contingencies

KIPP's annual budget is approximately \$3,000,000. As a public charter school, KIPP receives nearly \$7,400 annually per student, or \$2,500,000 in state and federal funding for "per pupil" operating costs. KIPP raises nearly \$500,000 annually to supplement this funding, providing students with the full range of academic, cultural, and social programs. Contributed funds pay for students' school supplies, instructional materials, uniforms, Saturday Enrichment classes, Saturday lunches, student field lessons, and alumni support throughout their high school years.



Below are the names of the donors who have contributed to KIPP's annual budget.

AIM Foundation
AIG-VALIC
Mr. and Mrs. Morrie Abramson
Andre Agassi Charitable
Foundation

M.D. Anderson Foundation

The Barr Fund
Ruth and Ted Bauer Family
Foundation

Sarah Campbell Blaffer
Foundation

Peter Boyle Graphic Design

The Brown Foundation, Inc.

CFP Foundation
The Cailloux Foundation
The Gordon and Mary Cain
Foundation
Challenge Foundation

Cingular
City of Houston, Housing &
Community Development

Cockrell Family Fund
of the Greater Houston
Community Foundation

Continental Airlines, Inc.
Continental Fabrication, Inc.
The Denton A. Cooley
Foundation
The Cullen Foundation

The Dini Partners

Duke Energy
Dynergy
El Paso Energy
Enron
Episcopal High School
The Fant Foundation
Alixandra Feinberg & Associates

Marvy Finger Family
Foundation
Ray C. Fish Foundation
Foley's
The Fondren Foundation
Fossil
The Frees Foundation
Gallery Furniture
The Gill Foundation of Texas
The Meibern C. and Susanne
M. Classcock Foundation
Goldman, Sachs & Co.
Granite Properties, Inc.
H. E. Butt Grocery Company

Albert & Ethel Herzstein
Charitable Foundation
The Hevreds Foundation
Hewlett-Packard Company

Hines Interests
Hobby Family Foundation
Houston Annenberg Challenge
Houston Children's Charity
Houston Endowment Inc.
Houston Golf Association

The Human Race 1999, 2001,
2002 - Holocaust Museum
Houston

J. C. Penney Company, Inc.

Journey Foundation
Kanaly Trust Company
The Joan and Marvin Kaplan
Foundation

KIP America
KIPP National
KIPP Parent Association

Macy's West
Marian and Speros Martel
Foundation, Inc.
Mathile Family Foundation

MAXXAM
The Mayor's After-School
Achievement Program
John P. McGovern Foundation

Robert and Janice McNair
Foundation
The Meadows Foundation

MyDAS Marketing
National Charity League,
Bayou City Juniors
Navidad En El Barrio
Neiman Marcus
Nokia
The North Hills School
Northern Trust Bank
Ocean Energy
The John M. O'Quinn
Foundation
Pepsi Cola Company
The Pisces Foundation
The Powell Foundation
RBI Foundation
RCK Foundation
RSMIS Foundation

Randalls Food Markets

Rockwell Fund, Inc.

Sam Houston Race Park

Scurlock Foundation
Shell Education Foundation
Shell Oil Company
Bob and Vivian Smith
Foundation

Vivian L. Smith Foundation
W. A. & Madeline Smith
Charitable Trust/

Spindletop Charities, Inc.
The Abbott and Leslie Sprague
Family Foundation

Keith and Mattie Stevenson
Foundation

Strake Foundation
The Tapeats Fund
The Charles W. and Judy
Spence Tate Foundation
Telecommunications
Infrastructure Fund
Texas Department of Protective
and Regulatory Services
Texas Education Agency
Theatre Under The Stars
1999 Texas Charity
Antiques Show

Tracy Gee Memorial Pro-Am
Tennis Tournament/
Houston City Club
USX Corporation
United States Department
of Education
Vinson & Elkins
Todd R. Wagner Foundation
The Katherine and George
Walker Foundation
Walton Family Foundation
Wendy's Hamburgers

*Contributors of \$2,000 or more

Renewal Contingencies

Board of Directors

Shawn Hurwitz *Chair*
President and CEO
MAXXAM Property Company

Ned Becker
Headmaster
Episcopal High School

Laurie Bieber
Director of Community Development
KIPP National

[Redacted]
Community Volunteer

Phyllis Childress
Director of Corporate Marketing
Heritage Texas Properties

Hank Coleman
Partner
Vinson & Elkins

David Doll
Chief Operating Officer
Kanaly Trust Company

[Redacted]
KIPP Alumna Parent

Dr. Ted Estess
Dean of The Honors College
University of Houston

James Hernandez
Partner
Andrews & Kurth

Kathryn Hooper
Principal
Presbyterian School

[Redacted]
Community Volunteer

Ann Johnson
Reading Comprehension Teacher
Episcopal High School

Kenneth Katz
Commercial Real Estate Broker
Wulfe & Company

Harvin C. Moore, IV
President and CEO
Frontera Furniture Company

Shannon Moore
Private Banker
Northern Trust Bank

Sonya Santee
KIPP Academy Parent

[Redacted]
Community Volunteer

Staff

Harriett Ball
Founder and CEO
Musical Ball Points

Stuart Dow
Head of School
The Emery/Weiner School

The Honorable Mark Ellis
Houston City Council Member
District F

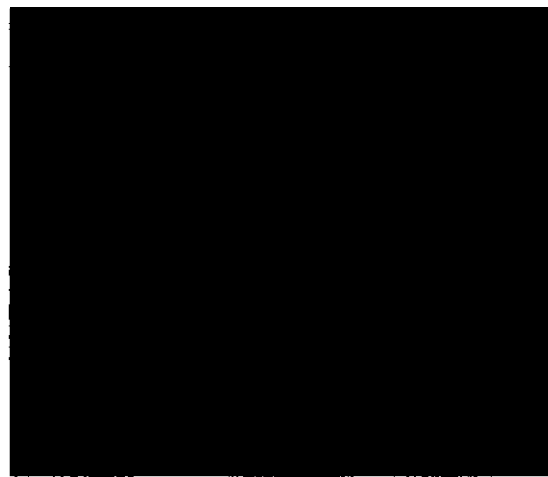
Rafe Esquith
1992 Disney Teacher of the Year
Hobart Boulevard Elementary
School, Los Angeles USD

The Honorable Sylvia R. Garcia
Harris County Commissioner

[Redacted]
Community Volunteer

[Redacted]
Community Volunteer

[Redacted]
KIPP Parent
Investment Banker, Bear Stearns



Contacts

Jennifer Dewhirst
Director of High School
Placement and Alumni Services

Denise Garcia Swisher
Director of College Placement
and Alumni Services

Oscar Gonzalez
Director of Student and Family
Support Services and Athletics

Dena Garcia
Dean of Students

Marvin Katz
Partner
Mayer, Brown & Platt

Wendy Kopp
Founder and President
Teach For America

Jim McIngvale
Founder and President
Gallery Furniture

Moses Mercado, J.D.
Deputy Chief of Staff for
Congressman Richard Cephardt

Karol Musher
Speech and Language Pathologist
Texas Children's Hospital

[Redacted]
Community Volunteer

Kathleen Sutton
Principal and Partner
The Dini Partners

Marina Ballantyne Walne
EduStart

Catherine North
Director of Development

Elliott Witney
School Director

Michael Feinberg
Superintendent

KIPP Academy

10711 KIPP Way
Houston, Texas
77099

832-328-1051 phone
832-328-0178 fax
www.kipp-houston.org

Admission will not be based on gender, national origin, ethnicity, religion, disability, academic, artistic or athletic ability, or the district the child would otherwise attend.

Photography: Michelle Iuzonigle; Design: Peter Boyle Graphic Design

Renewal Contingencies

Parent/Guardian Acknowledgment Form

TEACHERS' COMMITMENT

We fully commit to KIPP in the following ways:

- ☛ We will arrive at KIPP every day by 7:15 A.M. (Mon. - Fri.)
- ☛ We will remain at KIPP until 5:00 P.M. (Monday - Thursday) and 4:00 P.M. on Friday.
- ☛ We will come to KIPP on appropriate Saturdays at 9:15 A.M. and remain until 1:05 P.M.
- ☛ We will teach at KIPP during the summer. (June 16 - July 3, 2003)
- ☛ We will always teach in the best way we know how, and we will do whatever it takes for our students to learn.
- ☛ We will always make ourselves available to students, parents, and any concerns they might have.
- ☛ We will always protect the safety, interests, and rights of all individuals in the classroom.

Failure to adhere to these commitments can lead to our removal from KIPP.

SIGNATURE

SIGNATURE

PARENTS' / GUARDIANS' COMMITMENT

We fully commit to KIPP in the following ways:

- ☛ We will make sure our child arrives at KIPP every day by 7:25 a.m. (Mon. - Fri.), or boards a KIPP bus at the scheduled time.
- ☛ We will make arrangements for our child to remain at KIPP until 5:00 p.m. (Monday - Thursday) and 4:00 P.M. on Friday.
- ☛ We will make arrangements for our child to come to KIPP on appropriate Saturdays at 9:15 A.M. and remain until 1:05 P.M.
- ☛ We will ensure that our child attends KIPP summer school (June 16 - July 3, 2003).
- ☛ We will always help our child in the best way we know how, and we will do whatever it takes for him/her to learn. This also means that we will check our child's homework every night, let him/her call the teacher if there is a problem with the homework, and try to read with him/her every night.
- ☛ We will always make ourselves available to our children, the school, and any concerns they might have. This also means that if our child is going to miss school, we will notify the teacher as soon as possible, and we will read carefully all the papers that the school sends home to us.
- ☛ We will allow our child to go on KIPP field trips.
- ☛ We will make sure our child follows the KIPP dress code.
- ☛ We understand that our child must follow the KIPP rules so as to protect the safety, interests, and rights of all individuals in the classroom. We, not the school, are responsible for the behavior and actions of our child.

Failure to adhere to these commitments can cause my child to lose various KIPP privileges, spend time on the "porch," and can lead to my child returning to his/her home school.

SIGNATURE

STUDENT'S COMMITMENT

I fully commit to KIPP in the following ways:

- ☛ I will arrive at KIPP every day by 7:25 A.M. (Mon. - Fri.), or board a KIPP bus at the correct time.
- ☛ I will remain at KIPP until 5:00 P.M. (Monday - Thursday) and 4:00 P.M. on Friday.
- ☛ I will come to KIPP on appropriate Saturdays at 9:15 A.M. and remain until 1:05 P.M.
- ☛ I will attend KIPP during summer school (June 16 - July 3, 2003).
- ☛ I will always work, think, and behave in the best way I know how, and I will do whatever it takes for me and my fellow students to learn. This also means that I will complete all my homework every night, I will call my teachers if I have a problem with the homework or a problem with coming to school, and I will raise my hand and ask questions in class if I do not understand something.
- ☛ I will always make myself available to parents, teachers, and any concerns they might have. If I make a mistake, this means I will tell the truth to my teachers and accept responsibility for my actions.
- ☛ I will always behave so as to protect the safety, interests, and rights of all individuals in the classroom. This also means that I will always listen to all my KIPP teammates and give everyone my respect.
- ☛ I will follow the KIPP dress code.
- ☛ I am responsible for my own behavior, and I will follow the teachers' directions.

Failure to adhere to these commitments can cause me to lose various KIPP privileges, spend time on the "porch," and can lead to returning to my home school.

SIGNATURE

General Application Information - Continued

Amendments to KIPP Inc.'s Renewal Application, as per Special Education Services

Teacher Qualifications (amendment - 6/4/03)

All special education service providers (teachers, consultants, etc.) are appropriately certified or licensed in the area of assignment. ✓

Code of Conduct (revised - 6/4/03)

During the student enrollment process, school staff visit the home of each student whose name was drawn in the lottery. At these visits, the students and parents are fully informed of the school's mission and expectations. Families - including parents and students - are informed in detail, with samples when appropriate, of the expectations for behavior.

New parents are instructed in a variety of different school procedures, rules, and regulations through parent workshops put on by our KIPP Parent Association at the beginning of the year. Policies regarding student expulsion and suspension, as well as due process, are documented in the Student/Family Handbook that is delivered and explained in more detail to families during the yearly Open House. If any changes in student expectations (e.g. Individual Learning Plan) occur, students' families are informed through parent conferences, weekly progress reports, and any other possible means to ensure that students stay on track.

The Code of Conduct is not unilaterally applied to all students. Student ARD committees address the behavioral needs for students with disabilities for whom the Code is inappropriate. ✓
Discipline for students eligible for special education services is consistent with §300.121(d); §300.522; and §37.004.

Admissions Policy (amendment - 6/4/03)

Home visits in the enrollment process are in no way evaluations or interviews on the part of the school. They do not result in discrimination against or "counseling out" students with disabilities. ✓

KIPP, Inc. does not discriminate in admissions on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend.

Student Performance Goals (amendment - 6/4/03)

For all students with disabilities, the student's ARD committee determines, on an individualized basis, the appropriate statewide assessment. ✓

Other (Addition to Renewal Application - 6/4/03)

All special education services (including resource) are available to students with disabilities within the typical instructional day. Any exceptions to this availability are made on an individual basis by the ARD committee, and such a decision by an ARD committee would not result in discrimination by requiring these students to have an instructional day that is longer than what is required of other students. ✓

KIPP, INC. CHARTER SCHOOL

Review Date: 5/14/03

SPECIAL EDUCATION RENEWAL REVIEW FORM

Grade Levels: 5-9

After a review of the renewal application submitted on September 3, 2002, the following contingencies and concerns remain. Submit the corrections in the order and with the item headings presented below, to TEA by: May 28, 2003

June 8th

PART 3. SPECIAL NEEDS STUDENTS/PROGRAMS

SPECIAL EDUCATION SUBSECTIONS	REQUIRED INFORMATION (Items checked were addressed by applicant. Items not checked were insufficiently addressed. Resubmit Part 3, Special Needs Students/Programs, addressing each subsection and the items below in the order listed. Use the subsection headings and each item title and cites listed below.)	COMMENTS/CONCERNS (Respond specifically to each "Concern" as indicated below.)
<p>A. Child Find 34 CFR 300.125</p>	<p><input checked="" type="checkbox"/> Description of applicant's process to meet child find requirements of: <input type="checkbox"/> §300.125. Child find. (a) <input type="checkbox"/> General requirement. (c) <input type="checkbox"/> Child find for children from birth through age 2 when the SEA and lead agency for the Part C program are different. (e) <input type="checkbox"/> Confidentiality of child find data.</p>	
<p>B. Confidentiality 34 CFR Part 99; 34 CFR 300.127; 300.560-300.575 TEC 26.004 19 TAC 89.1050(f)(3)</p>	<p><input type="checkbox"/> §26.004. Access to Student Records <input type="checkbox"/> §89.1050(f)(3). (Transfer of Records) <input type="checkbox"/> §300.127(a). Confidentiality of personally identifiable information. <input type="checkbox"/> §300.560. Definitions. <input type="checkbox"/> §300.561. Notice to parents. <input type="checkbox"/> §300.562. Access rights. <input checked="" type="checkbox"/> §300.563. Record of access. <input type="checkbox"/> §300.564. Records on more than one child. <input type="checkbox"/> §300.565. List of types and locations of information. <input type="checkbox"/> §300.566. Fees. <input type="checkbox"/> §300.567. Amendment of records at parent's request. <input type="checkbox"/> §300.568. Opportunity for a hearing. <input type="checkbox"/> §300.569. Result of hearing.</p>	

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	<input type="checkbox"/> §300.570. Hearing procedures. <input type="checkbox"/> §300.571. Consent. <input type="checkbox"/> §300.572. Safeguards. <input type="checkbox"/> §300.573. Destruction of information. <input type="checkbox"/> §300.574. Children's rights. <input type="checkbox"/> Assurance to abide by FERPA in 34 CFR Part 99	
C. Procedural Safeguards 34 CFR 300.504	<input checked="" type="checkbox"/> §300.504. Procedural safeguards notice. (a) <input checked="" type="checkbox"/> General. (a) <input checked="" type="checkbox"/> Initial referral for evaluation (b) <input checked="" type="checkbox"/> Each ARD / IEP notification (c) <input checked="" type="checkbox"/> Reevaluation (d) <input checked="" type="checkbox"/> Receipt of a request for due process (b) <input checked="" type="checkbox"/> Contents. (Specific reference the new TEA developed procedural safeguard document and distribution timelines meets the requirements of this section.) (d) <input checked="" type="checkbox"/> Notice in understandable language.	Please note that the TEA has developed a new notice of procedural safeguards which must be given to all parents by Feb. 28, 2003. <i>Notice of Procedural Safeguards: Rights of Parents of Students with Disabilities may be viewed at:</i> http://www.tea.state.tx.us/special.ed/explansa/
D. Notice 34 CFR 300.503; 300.345; TEC 26.0081; 19 TAC 89.1015; 89.1045	<input type="checkbox"/> §89.1015. Time Line for All Notices. <input type="checkbox"/> §300.503. Prior notice by the public agency; content of notice. (a) <input type="checkbox"/> Notice. (b) <input type="checkbox"/> Content of notice. (c) <input type="checkbox"/> Notice in understandable language. <input type="checkbox"/> §300.345 (b). Parent participation: Information provided to parents. <input type="checkbox"/> §26.0081. Right to Information Concerning Special Education. (<i>Guide to the ARD Process</i>) <input type="checkbox"/> §89.1045(a). Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings.	Please address all notices, including notice of ARD.
E. Evaluation 34 CFR 300.530 - 300.543; TEC 29.004; 19 TAC 89.1011; 89.1015; 89.1040	<input type="checkbox"/> §89.1011. Referral for Full and Individual Initial Evaluation. <input checked="" type="checkbox"/> §29.004. Full Individual and Initial Evaluation. <input type="checkbox"/> §300.531. Initial evaluation. <input type="checkbox"/> §300.532. Evaluation procedures. <input type="checkbox"/> §300.533. Determination of needed evaluation data. <input type="checkbox"/> §89.1040. Eligibility Criteria. <input type="checkbox"/> §300.534. Determination of eligibility <input type="checkbox"/> §300.535. Procedures for determining eligibility and placement.	Concern: The application states on page 17 that all students except those referred for consideration as homebound, hospitalized, or speech impaired receive a full, in-depth evaluation by the multi-disciplinary team. This is inconsistent with 34 CFR §300.533 which outlines the process for the determination of needed evaluation data. Decisions are not based on categories of disabilities. <ul style="list-style-type: none"> • Provide the information requested in the column to the left. Also provide a

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**Renewal
Contingencies**

	<input type="checkbox"/> §300.536. Reevaluation. <i>For Students with Learning Disabilities...</i> <input type="checkbox"/> §300.540. Additional team members. <input type="checkbox"/> §300.541. Criteria for determining the existence of a specific learning disability. <input type="checkbox"/> §300.542. Observation. <input type="checkbox"/> §300.543. Written report.	<p>specific assurance that the depth and nature of the evaluation for each child is determined individually and is not based on categories of disabilities. Provide an assurance that appropriate changes are made to the policy and procedure manual to insure consistency with the regulations.</p> <p>Please contact Marty Murrell at TEA to discuss this concern prior to addressing it.</p>
<p>F. Development & Implementation of the IEP; ESY; Restraint & Time Out</p> <p>34 CFR 300.342 - 300.350; §300.121; 300.309; TEC 37.0021; 19 TAC 89.1050; §89.1045 89.1053; 89.1055; 89.1065</p>	<input type="checkbox"/> §89.1050(a). (ARD Committee) <input type="checkbox"/> §89.1050(d). (30 day timeline) <input type="checkbox"/> §89.1045(b). Notice to Parents for Admission, Review, and Dismissal (ARD) Committee Meetings. <input type="checkbox"/> §300.342. When IEPs must be in effect. (a) <input type="checkbox"/> General. (b) <input type="checkbox"/> Implementation of IEPs. <input type="checkbox"/> §89.1050(b). (IFSP/IEP) <input type="checkbox"/> §89.1050(f). (Transfer students) <input type="checkbox"/> §300.121. Free appropriate public education. <input type="checkbox"/> §300.343. IEP meetings. (a) <input type="checkbox"/> General. (b) <input type="checkbox"/> Initial IEPs; provision of services. (c) <input type="checkbox"/> Review and revision of IEPs. §300.344. IEP team. (a) <input type="checkbox"/> General. (b) <input type="checkbox"/> Transition services participants. (c) <input type="checkbox"/> Determination of knowledge and special expertise. (d) <input type="checkbox"/> Designating a public agency representative. <input type="checkbox"/> §89.1050(c). (Teacher member requirements) <input type="checkbox"/> §300.345. Parent participation. (a) <input type="checkbox"/> Public agency responsibility—general. (c) <input type="checkbox"/> Other methods to ensure parent participation. (d) <input type="checkbox"/> Conducting an IEP meeting without a parent in attendance	

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Renewal Contingencies

	<p>(e) <input type="checkbox"/> Use of interpreters or other action, as appropriate.</p> <p>(f) <input type="checkbox"/> Parent copy of child's IEP.</p> <p><input type="checkbox"/> 300.346. Development, review, and revision of IEP.</p> <p>(a) <input type="checkbox"/> Development of IEP.</p> <p>(b) <input type="checkbox"/> Review and Revision of IEP</p> <p>(c) <input type="checkbox"/> Statement in IEP.</p> <p>(d) <input type="checkbox"/> Requirement with respect to regular education teacher.</p> <p><input type="checkbox"/> §300.347. Content of IEP.</p> <p>(a) <input type="checkbox"/> General.</p> <p>(b) <input type="checkbox"/> Transition services.</p> <p>(c) <input type="checkbox"/> Transfer of rights.</p> <p><input type="checkbox"/> §89.1055. Content of the Individualized Education Program (IEP).</p> <p><input type="checkbox"/> §89.1050(e). (<i>The IEP Report</i>)</p> <p><input type="checkbox"/> §300.348. Agency responsibilities for transition services.</p> <p><input type="checkbox"/> §300.350. IEP accountability.</p> <p>(a) <input type="checkbox"/> Provision of services.</p> <p><input type="checkbox"/> §300.309. Extended school year services.</p> <p><input type="checkbox"/> §89.1065. Extended School Year Services (ESY Services).</p> <p><input type="checkbox"/> §89.1050(g). (<i>Discipline</i>)</p> <p><input type="checkbox"/> §89.1050(h). (<i>Disagreements</i>)</p> <p><input type="checkbox"/> §37.0021. Use of Confinement, Restraint, Seclusion, and Time-Out.</p> <p><input type="checkbox"/> §89.1053. Procedures for Use of Restraint and Time-Out.</p>	
<p>G. Least Restrictive Environment (LRE) Placement</p> <p>34 CFR 300.550-553; 19 TAC 89.63(a-c)</p>	<p><input type="checkbox"/> §300.550. General LRE requirements.</p> <p><input type="checkbox"/> §300.551. Continuum of alternative placements.</p> <p><input type="checkbox"/> §89.63. Instructional Arrangements and Settings.</p> <p><input type="checkbox"/> §300.552. Placements.</p> <p><input type="checkbox"/> §300.553. Nonacademic settings.</p>	
<p>H. Transition Planning</p> <p>34 CFR 300.29, TEC 29.011;</p>	<p><input type="checkbox"/> §300.29. Transition services.</p> <p><input checked="" type="checkbox"/> §29.011. Transition Planning.</p> <p><input type="checkbox"/> §89.1110. Memorandum of Understanding on Transition Planning for Students Receiving Special Education Services. (by assurance and reference)</p>	

<p>19 TAC 89.1110;</p>		
<p>I. Certified Personnel 34 CFR 300.26, 300.136; 19 TAC 89.1131; SBEC guidelines</p>	<p><input type="checkbox"/> §89.1131. Qualifications of Special Education, Related Service, and Paraprofessional Personnel.</p>	
<p>J. Services to Expelled Students 34 CFR 300.121, 300.522; TEC Chapter 37.004</p>	<p><input type="checkbox"/> §300.121(d). FAPE for children suspended or expelled from school. <input type="checkbox"/> §300.522. Determination of setting. <input type="checkbox"/> §37.004. Placement of Students with Disabilities</p>	
<p>K. Allowable Expenditures of State Special Education Funds 19 TAC 89.1125 19 TAC 105.11</p>	<p><input checked="" type="checkbox"/> §89.1125. Allowable Expenditures of State Special Education Funds. <input checked="" type="checkbox"/> §105.11 85% direct costs</p>	

SECTION XII ATTACHMENTS

ATTACHMENT REQUEST	APPLICATION PROVIDED	CONCERNS	RESPONSE OR ASSURANCE(s) REQUESTED (Provide the information below, in the order listed, using the attachment headings.)
A. School Brochure	<input checked="" type="checkbox"/>	The brochure does not include any child find information, such as a non-discrimination policy.	<ul style="list-style-type: none"> Provide a revised brochure that includes child find information regarding special education. At a minimum, this should include a non-discrimination statement, and may include other information.
B. Pre-Selection Page	<input type="checkbox"/>	A specific admissions form was not submitted. However the enrollment form did meet the criteria for an admissions form in that no questions could be perceived as a means to discriminate against students with disabilities.	<ul style="list-style-type: none"> If there is a pre-admissions form used prior to the lottery and enrollment, submit it.
C. Enrollment Forms	<input checked="" type="checkbox"/>		
D. Instructional Settings	<input checked="" type="checkbox"/>		
E. Transfer ARDs	<input checked="" type="checkbox"/>		

GENERAL APPLICATION INFORMATION

SECTION	Inconsistent with Special Education Requirements	CONCERNS	RESPONSE OR ASSURANCE(s) REQUESTED (Provide the information below, in the order listed, using the section headings.)
III. Teacher Qualifications	<input checked="" type="checkbox"/>	Section III, page 11, does not clarify that special education services are provided by personnel appropriately certified or licensed in the area of assignment, or that the charter is aware that there are no certification waivers for these staff.	<ul style="list-style-type: none"> Provide an assurance that all special education services are provided by personnel appropriately certified or licensed in the area of assignment.
IV. Code of Conduct	<input checked="" type="checkbox"/>	Policies regarding expulsion and suspension were not provided. It is not clear if the school unilaterally applies a code of conducts to all students or if there are exceptions for students whose behavior is a reflection of their disability, nor does it address the provision of FAPE even if the student is expelled.	<ul style="list-style-type: none"> Provide an assurance that the Student Code of Conduct is not unilaterally applied to all students, and that the ARD committee will address the behavioral needs for students with disabilities for whom the Code is inappropriate.

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			<ul style="list-style-type: none"> Provide an assurance that discipline for students eligible for special education services is consistent with §300.121(d); §300.522; and §37.004.
VI. Admissions Policy	<input checked="" type="checkbox"/>	The application and brochure do not include a non-discrimination clause regarding students with disabilities. The section on Code of Conduct and the admissions policy refers to home visits during the enrollment process, following the lottery, to inform families of expectations for behavior, as well as other expectations. This might be perceived as a means to "counsel out" students with behavioral and other types of disabilities. It is not clear whether these visits are an opportunity to clarify to parents how the school can accommodate the individual needs of a wide variety of students with disabilities.	<ul style="list-style-type: none"> Provide an assurance the home visits in the enrollment process do not result in discrimination against or "counseling out" students with disabilities. Include the required nondiscrimination statement as part of the admissions process.
VII. Evaluation VIII. Performance Goals IX. Plans to Improve	<input checked="" type="checkbox"/>	These sections do not reference the SDAA or LDAA. It is not clear that these alternatives are available, based on individual ARD committee decisions, for those students with disabilities for whom the TAKS/TAAS is not appropriate.	<ul style="list-style-type: none"> Provide an assurance that for students with disabilities, the student's ARD committee determines, on an individualized basis, the appropriate statewide assessment.
X. Monitoring Follow-up	<input checked="" type="checkbox"/>		
OTHER:		TAC §89.1075 (d) requires students with disabilities have available an instructional day commensurate with that of students with out disabilities. The length of the day must be determined by the ARD committee. Pages 18 and 19 and Attachment D refer to the provision of resource services after the typical instructional day. Although this arrangement appears to be determined by the ARD committee, it might be perceived as discrimination if students are required to have an instructional day that is longer than what is required of other students in order to receive resource services.	<ul style="list-style-type: none"> Provide an assurance that all special education services (including resource) are available to students with disabilities within the typical instructional day, that any exceptions are made on an individual bases by the ARD committee, and that the decisions do not result in discrimination by requiring these students to have an instructional day that is longer than what is required of other students.

TO ADDRESS THE SPECIFIC CONTINGENCIES AND CONCERNS IDENTIFIED ABOVE, USE THE DOCUMENT "SELECTED LEGAL CITES TO FACILITATE REVIEW", WHICH ACCOMPANIES THIS REVIEW FORM. IF YOU HAVE ANY QUESTIONS, CONTACT YOUR ESC CHARTER SCHOOL SPECIAL EDUCATION CONTACT PERSON. YOU MAY ALSO CONTACT MS. MARTY MURRELL IN THE DIVISION OF SPECIAL EDUCATION AT TEA AT 512-463-9362

KIPP Inc.'s Response to TEA Regarding Charter Renewal

Governance Structure (amendment to original document)

Additional information has been requested concerning the relationship between KIPP, Inc. and KIPP Austin College Preparatory School, Inc. ("Austin College Prep.")

Pursuant to the Amended and Restated Articles of Incorporation of Austin College Prep, effective September 25, 2002, KIPP, Inc. is its sole member. Among other things, KIPP, Inc. has the authority to veto any election of the Board of Directors of Austin College Prep. The School Director of the Austin College Prep campus reports to the KIPP, Inc Board Finance and Education committees, as well as to the entire KIPP, Inc Board at each meeting. This structure, which essentially makes Austin College Prep a subsidiary of KIPP, Inc., was specifically recommended by the Legal Services Division of TEA.

O.K.

Teacher Qualifications (revised)

All core academic and subject area teachers are required to meet the following minimum qualifications: a Bachelor's degree, excellent oral and written communication skills, a passion for teaching that(those) subject(s), and demonstrated competency in each of the subject areas in which they teach. The staff of KIPP, Inc. must meet all minimum requirements imposed by applicable state and federal law.

Other instructional staff are required to meet the following minimum qualifications: strong knowledge of subject matter and a passion for teaching it, an Associate's degree or equivalent academic experience, and excellent oral and written communication skills.

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Biographical Affidavits

This was an error due to a misunderstanding on the part of the applicant. There is no separate managing school board. The board of the charter holder is the only governing board for the charter and its campuses. KIPP Austin College Prep has an active Advisory Board, but they have no governing authority or responsibility.

O.K.

Admissions Policy (revised)

Beginning in January of a given year, the new student waiting list for the lottery is opened. No names are carried over from the previous year's list. All families are asked to sign up on the current year's waiting list. Names are taken until mid-March. The lottery drawing takes place in late March, at which point teachers and staff visit the homes of the students whose names were drawn, offering those parents and children the opportunity to sign the Commitment To Excellent Form and enroll in the school. Only returning students and their family are exempt from the lottery.

Further revisions needed

KIPP, Inc. does not discriminate in admissions on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the child would otherwise attend.

Other

KIPP, Inc. has filed assumed name certificates with the Texas Secretary of State for each of its two campus names: KIPP Academy and KIPP Austin College Prep.

O.K.



TEXAS EDUCATION AGENCY

1701 North Congress Ave. ★ Austin, Texas 78701-1494 ★ 512/463-9734 ★ FAX: 512/463-9838 ★ <http://www.tea.state.tx.us>

Felipe T. Alanis
Commissioner of Education

July 15, 2003

To: The Charter Holder of KIPP, Inc. Charter

Subject: Charter Renewal

I am pleased to inform you that the charter renewal is approved for KIPP, Inc. Charter for a term of ten years with a contract ending date of July 31, 2013. After renewal, the contract for the charter shall consist of the following:

- all statements, assurances, commitments and representations made by Charter Holder in its application for charter, attachments or related documents, to the extent consistent with the aforementioned;
- the representations and assurances made by the charter holder in the original request for application under the standard application system;
- the original contract for charter, as signed by the charter holder and the State Board of Education;
- any condition, amendment, modification, revision or other change to the charter adopted or ratified by the State Board of Education or the commissioner; and
- the final and complete renewal application, on file with the Division of Charter Schools, including any revisions required by the agency in such areas as Legal, Special Education, Financial Audits and the Division of Charter Schools, and including any amendments to the charter made via the renewal application.

Note that a contract term that conflicts with any state or federal law or rule is superseded by the law or rule to the extent that the law or rule conflicts with the contract term. By continuing to operate past the ending date of the original charter, the charter holder indicates its agreement to the contract for the charter as described above.

Please know that the efforts of those who have contributed to the school's successes are appreciated. I look forward to hearing of the school's accomplishments in its new term.

Sincerely,

Robert Scott
Chief Deputy Commissioner