

CAMPUS PROGRAM CHARTER CONTRACT
Between
XXXXXX INDEPENDENT SCHOOL DISTRICT AND
YES PREP PUBLIC SCHOOLS, INC.

This Campus Program Charter Contract ("Contract") is made by and between the XXXXX INDEPENDENT SCHOOL DISTRICT, a public independent school district and political subdivision of the State of Texas, whose business address is XXXXX ("XISD") and YES PREP PUBLIC SCHOOLS, INC., the charter holder for YES Prep, a Texas open enrollment charter school, whose business address is 5515 South Loop East, Suite B, Houston, Texas 77033, ("YES Prep"), with an effective date of May 1, 2019 ("Effective Date") (individually, XISD and YES Prep shall be referred to herein as "Party," and collectively as "Parties").

RECITALS

WHEREAS, Section 11.157 of the Texas Education Code authorizes the XISD Board of Trustees ("XISD Board") to contract with a public or private entity for that entity to provide educational services for XISD; and

WHEREAS, pursuant to Applicable Law (as hereinafter defined), YES Prep, as an open enrollment charter school, is part of the public school system of Texas; and

WHEREAS, Section 12.0521(a)(2) of the Texas Education Code authorizes the XISD Board to establish a charter campus program by entering a contract with YES Prep for the provision of educational services at a facility within the boundaries of XISD; and

WHEREAS, the XISD Board has adopted Board Policy XXXXX to set forth the authority and requirements for the operation of an XISD charter campus or program; and

WHEREAS, XISD and YES Prep desire to enter into this Contract under the terms and conditions set forth herein for the establishment of a campus program charter.

NOW, THEREFORE, for and in consideration of the mutual covenants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

ARTICLE I
PURPOSE OF THE CONTRACT

1.1 Mission and Objectives. XISD and YES Prep believe that by granting YES Prep a campus program charter within XISD, XISD and YES Prep can work to better their focuses and missions and that by working together in a cooperative and collaborative manner, they can work to achieve their goal of best preparing students to succeed in college, work, and life.

1.2 Location of Charter Campus Programs. Beginning in the 2019-20 school year, YES Prep will operate a campus program charter ("YES Prep Middle School" or "YPXMS" or "YES Prep XMS") in a portion of District Middle School ("XMS"), located at [MIDDLE SCHOOL ADDRESS]. XISD will make facilities available at XMS for the YES Prep XMS program with the understanding that the YES Prep XMS class offerings will be grouped in classrooms within the same part of the XMS. Beginning in the school year 2022-23, YES Prep will operate a campus program charter ("YES Prep High School or "YPXHS" or "YES Prep XHS") in a portion of XISD High School ("XHS"), located at [HIGH SCHOOL ADDRESS]. XISD will make facilities available at XHS for the YES Prep XHS program with the understanding that the YES Prep XHS class offerings will be grouped in classrooms within the same part of the XHS premises. On or before March 2021, the Parties will determine the structure, terms and conditions, and requirements to finalize a charter campus program for YES Prep XHS, subject to final approval of the XISD Board of Trustees and the governing board of YES Prep. The Parties will then memorialize such agreements and further define the scope and program of YES Prep XHS and amend this charter contract. XISD will commit to adequate space in mutually agreed upon locations to run YES Prep programming for the life of this contract. The students enrolled in YES Prep XMS and YES Prep XHS, shall be and remain XISD students.

1.3 Grades Served by YES Prep XMS and YES Prep XHS. Beginning with the 2019-20 school year, YES Prep Middle School will serve students in grade six and will add a grade each subsequent year during the term as that term is defined herein, such that by 2021-22 and succeeding years, YES Prep Middle School will serve students in grades six through eight. Beginning with the 2022-23 school year, YES Prep XHS will serve students in grade nine and will add a grade each subsequent year during the term such that by 2025-26 and succeeding school years, YES Prep XHS will serve students in grades nine through twelve.

ARTICLE II
DEFINED TERMS

2.1 Definitions. Any capitalized term used in this Contract shall have the meaning set forth in herein and in any Addendum.

ARTICLE III RELATIONSHIP
OF THE PARTIES

3.1 Nature of the Relationship. The relationship between the Parties hereto shall be that of contracting parties. YES Prep will operate as an independent contractor to XISD and will be responsible for delivering the services required by this Contract. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely

on the terms of this Contract and such contracts, agreements, and amendments as may be created in the future from time to time between the Parties.

3.2 No Common Control. Neither Party is a division, subsidiary, affiliate, or any part of the other Party or has the right or authority to exercise any common control of any other Party. Nothing herein will be construed to create a partnership or joint venture by or between the XISD and YES Prep.

3.3 No Agency. Neither Party will be the agent of another except to the extent otherwise specifically provided by this Contract. Neither Party has the express or implied authority or will in any case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind the other Party to any duty imposed by contract, other than this Contract, unless the Party on which such duty is to be defined has specifically authorized such action at a meeting of that Party's governing board held in accordance with the Texas Open Meetings Act (appearing in minutes of such meeting) and as agreed in writing by that Party.

ARTICLE IV GOVERNING STRUCTURE OF THE CHARTER SCHOOL

4.1 The Superintendent of XISD and CEO of YES Prep have identified key personnel within their respective organizations to serve on a steering committee ("Steering Committee") and on academic and operational working groups to identify and resolve any issues relating to and to provide advice on implementation of the YES Prep Middle School and YES Prep High School Program. As used herein, the term "Program" involves all components of the operation of YES Prep Middle School and YES Prep High School campus program charters, including, without limitation, the grade levels served, the courses taught, the instructional materials, transportation and other services, and the other responsibilities of each of the Parties to this Contract.

4.2 Governance of Campus Charter Program. The XISD Superintendent and the YES Prep CEO are responsible for final administrative oversight and final decisions under this Contract subject to approvals required by the governing boards of XISD and YES Prep. The principal of XMS ("XMS Principal"), an XISD employee, the school director of YES Prep XMS ("YES Prep School Director"), a YES Prep employee, and the YES Prep Head of Schools and their delegees will be responsible for their respective organization's requirements and authority for day-to-day operations of the Program at XMS. The XMS Principal shall be responsible for all students who attend XMS but are not enrolled in YES Prep XMS; for the management of XISD employees assigned to the XMS campus; for the building and facilities, except as otherwise may be set forth herein; for collaborating with the YES Prep School Director for shared use of the common areas of the XMS campus and for shared use of XISD equipment and materials; and other duties as may be required of XMS for the implementation the Program. The YES Prep School Director shall be responsible for all XMS Program students during the time they are in engaged in Program classes and activities; for classroom use by YES Prep; for YES Prep materials, equipment, and supplies; for ensuring proper use and inventory of any equipment and materials loaned to YES Prep by XISD or assigned for use to YES Prep by XISD; for the management of YES Prep employees assigned to YES Prep XMS; for ensuring proper use of the XISD building

and facilities by YES Prep employees; for collaborating with the XMS Principal for shared use of the common areas of the XMS campus and for shared use of XISD equipment and materials; and other duties as may be required by YES Prep for the implementation of the Program. The authority of the X Principal and the YES Prep XMS School Director are subject to this Contract, Applicable Law, the board-adopted policies of their respective organizations, and any approvals required by the Superintendent and CEO.

ARTICLE V APPLICABLE LAW

5.1 Applicable Law. The Parties agree to perform under this Contract in compliance with the applicable federal, state, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Individuals with Disabilities in Education Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); the Every Student Succeeds Act to the extent applicable to charter school programs; the Texas Education Code to the extent applicable to charter schools; record retention laws and conflicts of interest laws under the Texas Local Government Code; the Texas Local Government Code, to the extent it applies to school districts and charter schools; the Texas Open Meetings Act and Texas Public Information Act under the Texas Government Code; the Texas Administrative Code, to the extent that it applies to a campus program charter; any other laws, rules, and guidelines applicable to the subject matter of this Contract; and any amendments, interpretations, and reauthorizations of the foregoing; and Texas Education Agency ("TEA") requirements, policies, and rules to the extent that they apply to a campus program charter (collectively referred to herein as "Applicable Law" or "Applicable Laws").

ARTICLE VI APPLICABLE POLICIES

6.1 Applicable XISD Policies and Procedures. XISD Board Policies that apply to YES Prep XMS and YES Prep XHS are as set forth in Addendum A-1 which is attached to this Contract.

6.2 Applicable YES Prep Policies and Procedures. YES Prep policies that apply to YES Prep XMS and YES Prep XHS are as set forth in Addendum A-2 which is attached to this Contract.

6.3 Additional Policies and Procedures. The Parties will collaborate to determine if any additional policies, procedures, or rules should apply to YES Prep XMS and YES Prep XHS and whether any additional policies, if any, may need to be adopted by each Party to implement the Program. Upon final agreement, the list of additional policies, procedures, and rules shall be set forth in Addendum A-3 which is attached to this Contract.

6.4 Emergency Preparedness. For purposes of XMS school closures and class cancellations due to emergencies and weather, YES Prep will follow the XISD calendar for XMS. Accordingly, if XMS is closed, in whole or part, for emergencies or weather, YES Prep XMS likewise will be closed in whole or part. Prior to the start of each school year, YES Prep will notify the parents and students of this emergency preparedness procedure. YES Prep XMS will participate in and comply with all XMS emergency preparedness procedures, including, but not limited to, fire drills, shelter in place drills, lockdowns etc. The XMS Principal and YES Prep XMS School Director will collaborate to ensure all faculty and staff are trained and receive information regarding these procedures. XISD will add designated YES Prep staff, including YES Prep School Director, Operations Director/Manager to XISD distribution lists and communication channels for emergency messaging.

**ARTICLE VII
STUDENT RECRUITMENT AND ELIGIBILITY**

7.1 Student Eligibility Requirements. Any student eligible to attend XISD either by residing within XISD boundaries or through any inter-district transfer request in accordance with any future XISD Board Policy and corresponding regulations (individually, "Eligible Student" and collectively, "Eligible Students") is eligible to apply for initial admission to YES Prep XMS. All YES Prep XMS students will be deemed to be zoned to YES Prep XHS beginning with the 2022-2023 school year.

7.2 Numbers of Students Enrolled. The preliminary number of Eligible Students to be served at YES Prep XMS is as follows:

Grade 6	Grade 7	Grade 8	YES Prep XMS Total Program Enrollment
150	150	150	Minimum Enrollment
165 Maximum number of students to enroll after lottery	160 Maximum enrollment, excluding any retained students	160 Maximum enrollment, excluding any retained students	Overall enrollment not to exceed 485 students, excluding any retained students

7.3 The preliminary number of Eligible Students to be served at YES Prep XHS is as follows:

Grade 9				Grade 10	Grade 11	Grade 12	YES Prep XHS Total Program Enrollment
150				150	150	150	Minimum Enrollment
165 Maximum number of students to enroll after lottery	160 Maximum enrollment, excluding any retained students	160 Maximum enrollment, excluding any retained students	160 Maximum enrollment, excluding any retained students	Overall enrollment not to exceed 645 students, excluding any retained students			

*The specific, final numbers of students to be enrolled within the anticipated enrollment figures above will be determined by the Parties.

7.4 Admission to YES Prep Middle School (XMS).

- a) Non-Discrimination. Any discrimination in admission on the basis of national origin, ethnicity, race, religion, disability, or age is specifically prohibited. If there are more applicants than positions available for Eligible Students, a lottery process in accordance with Article VII will be used to determine admission and waiting lists.
- b) Priority Zones. All students, residing in the agreed upon attendance zones, regardless of test scores, grades, conduct, or educational placement shall be admitted to YES Prep XMS ("Eligible Student"); however, students who have a current disciplinary placement that would preclude them from attending the first day of school shall not be eligible for enrollment at YES Prep XMS or YES Prep XHS.. Any Eligible Student based on (a yet to be determined process/enrollment zones) shall be admitted to YES Prep XMS until YES Prep XMS has reached the enrollment cap number decided by the Parties. (Students residing outside of XISD may be eligible for participation in the lottery through a future XISD Board Policy and corresponding regulations and may be eligible for transfer to XISD. The Parties will collaborate to determine the manner in which any future Board Policy and corresponding regulations will be administered should such enrollment be needed to reach desired capacity).
- c) Lottery Requirements and Process. In the event that there are more Eligible Students who apply to YES Prep XMS than there are spaces for enrollees, a lottery process as required by and in accordance with Applicable Law will be utilized to admit Eligible Students to YES Prep XMS and to create a waiting list for enrollment into YES Prep XMS. The Parties will collaborate on the timing and process of any lottery, including, but not limited to, the manner in which siblings will be treated as part of the lottery process. The Parties also will collaborate on the means and materials for notification and communication to the public regarding the lottery process. Collaboration on enrollment processes will include activities such as magnet fairs, information sessions at District schools, tables at XISD schools, presentations at principal's meetings, speaking at 5th grade graduations, opportunities to recruit and XISD elementary or middle school events, speaking at 8th grade graduations. XISD will work to promote YES Prep program and partnership. XISD will make efforts to ensure enrollment targets of YES Prep XMS and YES Prep XHS are fully enrolled. If the minimum enrollment is not achieved, XISD will open enrollment beyond the established priority zone.

7.5 Enrollment Process. The Parties will collaborate and agree on a process for enrollment of students into YES Prep XMS, including, but not limited to, the development of applications, any forms required by each Party for its respective recordkeeping responsibilities, and any requirements of the TEA or other requirements of Applicable Law. As part of the enrollment process, YES Prep will schedule a visit with the student to explain the Program, provide information on the scheduling of classes, and obtain signatures on the student commitment form. Once a student has been admitted to YES Prep XMS in accordance with this Article VII, YES Prep will be responsible for creating the enrollment process for each student admitted to YES Prep XMS.

7.6 Waivers. The Parties will collaborate and apply to TEA or any other applicable governmental authority for any waivers from current limitations and restrictions imposed by Applicable Law to permit students to be admitted to the Program and expand the opportunities for students enrolled in YES Prep XMS and XHS.

7.7 Admission to YES Prep XHS. Students enrolled at YES Prep XMS will be deemed zoned to YES Prep XHS. Priority for enrollment at YES Prep XHS will be given to students currently enrolled in YES Prep XMS at the time of admission to YES Prep XHS. Students not currently enrolled in YES Prep XMS who desire to enroll in YES Prep XHS will apply in accordance with the application and enrollment process developed for YES Prep XHS, including any requirements for the lottery process and will be admitted on a space available basis. Refer to 7.4 for efforts and collaboration regarding enrollment.

7.8 Recruitment Materials. YES Prep will be responsible for developing all recruitment information and materials. XISD agrees to provide YES Prep with access to its intermediate schools in order for YES Prep to advertise and recruit potential students for the XMS program. Additionally, XISD agrees to provide YES Prep with the opportunity to host an open house at District Middle School for the purpose of recruiting potential students for the XMS program. The open house will be held at a mutually agreed upon time, but no later than thirty days before the end of the lottery time period. Refer to 7.4 for efforts and collaboration regarding enrollment.

7.9 Future growth of YES Prep Public Schools: YES Prep may have existing charter school locations within XISD. YES Prep will continue to run previously established schools with previously established boundaries. In the event that YES Prep considers expansion of non-partnership campuses within XISD, YES Prep will do so in consultation with XISD.

ARTICLE VIII FACILITIES

81 Location of YES Prep XMS and XHS. YES Prep XMS and XHS will utilize classroom, office, work space and storage areas within XMS as shown on the attached Exhibit 1-A. The Parties may expand or reduce the amount of space allocated for use by YES Prep XMS and XHS during the term as mutually determined and agreed upon by the Parties. The parties agree that the success of this partnership is predicated in large part on the ability to successfully share space, have strong communication and shared goals. If, for any reason, XISD XISD Principal and YES Prep School Director are unable to agree on the use of space (both dedicated and shared), the matter will be

resolved by the Steering Committee or by the XISD Superintendent and the YES Prep CEO. XISD will provide keys or appropriate key card access for YES Prep approved staff to building. XISD will provide comparable access for YES Prep staff as XMS or XHS staff members.

8.2 Furniture and Equipment for YES Prep XMS and XHS Classrooms. In consultation with YES Prep, XISD will supply YES Prep classrooms with chairs, desks, bookcases, bookshelves, file cabinets, computer tables, conference tables, and other furniture as reasonably required for the YES Prep Program. Such furniture and equipment will be substantially the same as furniture and equipment provided in other classrooms for the same grade level and/or same subject at XMS and XHS. YES Prep also may furnish other furniture, fixtures, and equipment, at its cost and expense, as YES Prep determines is required to implement the Program. The title to all furniture and equipment supplied by XISD for use by YES Prep remains vested in XISD. The title to all furniture and equipment supplied by YES Prep remains vested in YES Prep. YES Prep and XISD will ensure that all property is asset tagged to clearly identify ownership. Each organization shall maintain an inventory list of all of its assets located at the XMS and XHS premises, respectively, as hereinafter defined. YES Prep shall be accountable for any lost or broken XISD furniture or equipment that is not returned to XISD in good working order, normal wear and tear excepted. YES Prep shall reimburse XISD for the reasonable cost of any such lost or broken furniture or equipment upon demand.

8.3 Fixtures and Alterations. YES Prep may attach non-permanent materials and fixtures to the walls of YES Prep classrooms and hallways and exterior signage but may not make any other alterations (including fixtures) in or to YES Prep classrooms or any other part of the XMS or XHS facilities used by YES Prep for YES Prep XMS and XHS (the YES Prep XMS and XHS classrooms, any other portion of XMS or XHS that YES Prep uses for YES Prep XMS or XHS, the XMS or XHS campus and facilities, including, but not limited to, the cafeteria, library, common areas, and parking lot and driveways of XMS or XHS are collectively referred to herein as "Premises") that would alter the walls, floors, or any other permanent structure of the Premises. In the event that YES Prep desires to make any alterations to the Premises, it will submit a written request to XISD for review, together with copies of the plans and specifications for such alterations. XISD will make a determination in its sole discretion as to whether such alterations may be made. YES Prep may not place safes, vaults, or other heavy furniture or equipment within the Premises without first obtaining the written consent of XISD, which consent shall not be unreasonably withheld or delayed. YES Prep agrees not to core drill or penetrate the floor of the Premises or any other floor of the Premises without first obtaining XISD's written consent. Upon the expiration or earlier termination of this Contract, YES Prep may remove any non-permanent materials and movable fixtures that it installed that are not attached to real property. Any fixtures attached to the real property shall become a part of the Premises and may not be moved, unless otherwise agreed to by the parties.

8.4 Marquee at XISD XMS and XHS. XISD agrees to provide a working marquee at XISD XMS and XHS suitable for YES Prep's use in announcing information to the community, its students and their families. The respective marquees may be shared between YES Prep and XISD .

8.5 Shared Space. No later than April 1 of each school year during the Term, YES Prep shall notify XISD of the YES Prep calendar and school day schedule of YES Prep XMS and XHS for the next school year. No later than April 1 of each school year in which YES Prep XMS and XHS will offer summer school, YES Prep will notify the XISD Principals regarding the summer school calendar and school day schedule for the summer school program for YES Prep XMS and XHS. The XMS Principal and XHS Principal will make arrangements for XMS and XHS to be open and available for the YES Prep XMS and XHS Program, including summer school, to operate. The Parties will collaborate to determine the needs of YES Prep XMS and XHS for joint use of certain portions of the

Premises such as the cafeteria, gymnasium, athletic fields, library, science laboratories, teacher workrooms, employee lounge areas, parking area, and other facilities. The Parties also will coordinate schedules for use of the Premises as may be needed by either Party so as to avoid conflicts for use of instructional and support service areas. The parties agree that the success of this partnership is predicated in large part on the ability to successfully share space, have strong communication and shared goals. If for any reason XISDXISD Principal and YES Prep School Director are unable to agree on the use on space (both dedicated and shared), the matter will be resolved by the Steering Committee or the XISD Superintendent and YES Prep CEO.

86 School and Office Supplies. YES Prep XMS and XHS shall be responsible for purchasing its own school and office supplies.

87 Copiers and Other Office Equipment. XISD will provide copiers, facsimiles machines, and related equipment for use by YES Prep XMS and XHS.

88 Janitorial Services. XISD shall provide janitorial services to the areas used by YES Prep XMS and XHS in the same manner and at the same level as the non-YES Prep areaPremises. XISD will review staffing levels of janitorial personnel to ensure adequate level for increased used and demands on XISD facilities due to partnership with YES Prep and projected enrollment in the building(s).

89 Maintenance. YES Prep shall maintain the YES Prep XMS and XHS classrooms and any other portion of the YES Prep XMS and XHS Premises, such as office space and storage area used exclusively for YES Prep XMS and XHS in a neat and orderly manner. Both Parties shall comply with the Applicable Laws regarding standards of safety and health of students. XISD shall be responsible for routine maintenance and major repairs of the XMS or XHS Premises including upgrades, HVAC equipment, roof repairs, and parking lot repairs. XISD shall maintain all other portions of the YES Prep XMS and XHS Premises in a neat and orderly manner. If a YES Prep Middle School or High School student intentionally damages XISD property and that damage is a direct result of negligent supervision on the part of a YES Prep XMS or XHS staff member, YES Prep will be responsible for covering the reasonable cost of repairing the damages. YES Prep staff will follow XISD protocol for submitting maintenance requests.

810 Student Identification Cards. XISD will provide YES Prep XMS and XHS students with student identification cards. Any replacement cards will be provided by XISD and YES Prep XMS or XHS students needing replacement cards will follow the replacement card process as other XISD students.

ARTICLE IX PROGRAM DESCRIPTION

9.1 General Description.

- a) Curriculum and Program. YES Prep XMS and XHS will utilize the programs and curriculums of YES Prep, as described through YES Prep's educational model, values, missions, and policies. To the extent required by Applicable Law, the curriculum shall incorporate the Texas Essential Knowledge and Skills ("TEKS"), or successor, standards mandated by TEA. Students enrolled at YES Prep XMS and XHS shall be subject to all statewide student testing as required by Applicable Law. YES Prep XMS and XHS students will be required to follow the YES Prep Student Handbook as may be adapted to the Program. YES Prep will follow Applicable Law associated with the Student Success Initiative grade advancement requirements, and the Texas

English Language Proficiency Assessment System and will utilize other tools to monitor progress of the students as the Parties may agree.

- b) Locations for Program Activities. YES Prep XMS and XHS will operate generally at the YES Prep XMS and XHS Premises, respectively, but may also conduct school-related activities at additional sites not at XMS or XHS at the sole discretion of YES Prep. Such school related activities include, but are not limited to, field trips, Senior Signing Day, and college spring trips. YES Prep XMS also may operate at other locations, including, but not limited to, YES Prep schools as may be determined by YES Prep.
- c) Tuition and Fees. YES Prep XMS or XHS will not assess tuition, but may assess fees to students as permitted by Applicable Laws and as more fully described in the YES Prep Parent and Student Handbook.
- d) Calendar and Times. YES Prep XMS and XHS will adopt a calendar for YES Prep XMS and YES Prep XHS, respectively. . Such calendars will take into consideration coordinating needs of YES Prep XMS and YES Prep XHS students, who will attend classes on a calendar that may include a longer week, longer day, and longer school year than the XISD calendar. The Parties may mutually choose to modify this calendar prior to the start of each school year. YES Prep XMS and YES Prep XHS will determine its start and end times for the school day provided that school will not begin earlier than 6:30 a.m. or conclude later than 6:30p.m. Mondays through Fridays during the regular school year. Non-mandatory tutorials, extra- curricular activities, optional student meetings, and all faculty meetings may begin or conclude earlier or later. YES Prep XMS and YES Prep XHS may conduct Saturday school beginning no earlier than 7:00 a.m. and concluding no later than 2:00 p.m. on any or all Saturdays during the calendar year.

9.2 Summer School. YES Prep XMS may conduct mandatory summer school during June and/or July on weekdays beginning no earlier than 8:00 a.m. and concluding no later than 4:00p.m. XISD will make district summer school offerings available to YES Prep XMS and YES Prep XHS students.

9.3 Special Programs.

- a) Agreement Regarding Special Education and Section 504 Students: This agreement sets forth the duties and responsibilities of XISD and YES Prep regarding the provision of special education and/or Section 504 services to students enrolled in the YES Prep program at YES Prep XMS and XHS beginning the 2019-2020 school year. This agreement addresses the responsibilities of XISD and YES Prep under the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. § 1400 et seq.; its implementing regulations, 34 C.F.R. §300.1 et seq.; Section 504 of the Rehabilitation Act (“Section 504”), 29 U.S.C. § 794; its implementing regulations, 34 C.F.R. §104.1 et seq.; and with regard to state law concerning students with dyslexia.

I. Special Education

A. Child Find, Referral and Evaluation

- 1. XISD and YES Prep will each conduct its own child find activities using the systems and procedures each party already has in place.
- 2. YES Prep will conduct response to intervention (RTI) activities using its systems and

procedures already in place, including the use of its referral committee.

3. At any time YES Prep staff suspects a student has a disability and may need an evaluation, YES Prep staff will immediately refer the student to XISD referral committee on the campus.
4. The XISD referral committee and members of the YES Prep RTI Team will work collaboratively to determine the appropriate course of action regarding a referral for a special education evaluation.
5. If the combined referral committees working in collaboration determine a full and individual evaluation (“FIE”) should be performed, XISD staff will provide notice to the parent, seek all necessary consents, and perform the evaluation.
6. YES Prep staff will cooperate fully and provide any and all information requested by XISD staff as part of the evaluation such as, but not limited to, completion of questionnaires and checklists, classwork and other information, and observations in the classroom.
7. XISD staff will prepare the FIE report. When the report is completed, XISD and YES Prep staff will meet prior to the ARD Committee meeting to review evaluation results, make eligibility recommendations to the ARD committee. A member from the YES Prep assessment team will participate in the Pre-ARD conference.

B. ARD Committee Meetings

1. XISD staff and YES Prep staff will collaborate to schedule ARD Committee meetings at a mutually convenient time to XISD, YES Prep and the parent.
2. XISD staff on the campus who handle the scheduling and notices for ARD Committee meetings will implement XISD and campus procedures for ARD Committee meetings for students on the campus in the YES Prep program.
3. If the parent or teacher of a student in the YES Prep program requests an ARD Committee meeting, YES Prep staff will make reasonable effort to forward the request to XISD staff within one business day and XISD staff will schedule and send required notices and other documents regarding the ARD Committee meeting.
4. The notice of ARD Committee meeting may list the YES Prep staff for the parent to call with any questions.
5. XISD staff and YES Prep staff will meet prior to ARD Committee meetings to review information about students.
6. The members of the ARD Committee will be those required under federal and state law and may include both XISD staff and YES Prep staff. The representative of administration will be an XISD employee. It is XISD’s intent that the representative of administration will be from XISD central Special Education staff. If this is not feasible, the representative of administration will be a member of XISD’s campus staff.
7. YES Prep will also have an administrator present at ARD Committee meetings. The YES Prep Learning Lab Specialist may attend ARD Committee meetings if the person provides special education services or support to the special education student.

8. XISD will complete and maintain all paperwork and documentation associated with ARD committee meetings. YES Prep Special Education staff will be responsible for drafting of PLAAFP, Goals and BIPS's, if appropriate, for students enrolled at YES Prep High School. Staff of both Parties with a legitimate educational interest will have access to a student's ARD Committee and Special Education documentation. YES Prep Special Education staff will maintain a copy of the last ARD and most current FIE in a locked file cabinet in the YES Prep Learning Lab.

C. Implementation of Special Education Services

1. XISD and YES Prep staff will coordinate and collaborate with each other regarding the provision of special education services to a student.
2. Individualized Education Programs (“IEPs”) will be developed jointly by XISD and YES Prep staff using XISD’s forms and procedures.
3. YES Prep staff will implement the student’s IEP in YES Prep classrooms including, but not limited to, accommodations, modifications and in-class support.
4. If a Special Education student’s IEP includes special education services that cannot be provided by the YES Prep program at XISD High School, those services will be provided by XISD staff, including related services as that term is defined by the IDEA, and all services in the Texas autism supplement determined by the ARD Committee to be appropriate for the student.
5. The YES Prep staff will immediately inform XISD campus staff of each removal of a special education student for one-half (1/2) or more days for disciplinary reasons. If an ARD Committee meeting is necessary to perform a manifestation determination review (“MDR”), both Parties will collaborate to hold the MDR within the timelines required by the IDEA.

D. Monitoring IEP Implementation and Student Progress

1. XISD and YES Prep staff at XMS and XHS will meet at regular intervals to monitor and discuss student progress, discuss student and special education program issues, and ARD Committee meetings to be scheduled. These meetings will be scheduled at intervals to be determined by the campus and YES Prep staff.
2. XISD staff and YES Prep staff will share with each other communications and information from parents and others about special education students.
3. XISD staff and YES Prep staff will collect data regarding special education students in the YES Prep program. XISD campus staff and YES Prep staff will collaborate regarding an effective data collection system for special education students, following the procedures of XISD for data collection.

II. Section 504

A. Child Find, Referral and Evaluation

1. XISD and YES Prep will each conduct its own child find activities using the systems and procedures each party already has in place.
2. YES Prep will conduct response to intervention (RtI) activities using its systems and procedures already in place, including the use of its referral committee.
3. At any time YES Prep staff suspects a student has a disability and may need a Section 504 evaluation, YES Prep staff will immediately refer the student to XISD referral committee on the campus.
4. XISD referral committee and the YES Prep referral committee will work collaboratively to determine the appropriate course of action regarding a Section 504 evaluation.
5. If the combined referral committees working in collaboration determine a Section 504 evaluation should be performed, XISD staff will provide notice to the parent, seek all necessary consents, and perform the Section 504 evaluation.
6. YES Prep personnel will cooperate fully and provide any and all information requested by District staff as part of the evaluation such as, but not limited to, completion of questionnaires and checklists, classwork and other information, and observations in the classroom.
7. District staff will prepare the Section 504 evaluation documents. When the evaluation is complete, XISD staff and YES Prep staff will meet to review the evaluation before the Section 504 Committee meets to review the evaluation information and determine eligibility under Section 504.

B. The Section 504 Committee

1. XISD staff and YES Prep staff will collaborate to schedule Section 504 meetings at a time mutually convenient to the parties.
2. XISD staff on the campus who handle the scheduling and notices for Section 504 Committee meetings will implement XISD and campus procedures for Section 504 Committee meetings for students on the campus in the YES Prep program.
3. If the parent or teacher of a student in the YES Prep program requests a Section 504 Committee meeting, YES Prep staff will make reasonable effort to forward the request to XISD staff within one business day and XISD staff will schedule and send required notices and other documents regarding the Section 504 Committee meeting.
4. The notice of the Section 504 Committee meeting may list the YES Prep staff for the parent to call with any questions.
5. XISD staff and YES Prep staff will meet prior to Section 504 Committee meetings to review information about students.
6. The members of the Section 504 Committee will be those required by federal law and will include both YES Prep and XISD staff. The Section 504 Committee will be chaired by District staff.

7. XISD staff will complete and maintain all paperwork and documentation associated with Section 504 Committee meetings. Staff of both parties with a legitimate educational interest will have access to a student's Section 504 documentation.

C. Implementation of Section 504 Services

1. Section 504 plans will be developed by XISD staff and YES Prep staff in collaboration with each other using XISD's forms and procedures.
2. YES Prep staff will implement the student's Section 504 plan in YES Prep classrooms including, but not limited to, accommodations, modifications and in-class support.
3. Services in a student's Section 504 plan that cannot be provided by the YES Prep program at District High School will be implemented by District staff.
4. XISD staff and YES Prep staff will coordinate and collaborate with each other regarding the provision of services in the Section 504 plan to a student in the YES Prep program.
5. The YES Prep staff will immediately inform District campus staff of all removals of a Section 504 student for one-half (1/2) or more days for disciplinary reasons. If a Section 504 Committee meeting is necessary to perform a manifestation determination in the case of a proposed change of placement of a Section 504 student, both parties will collaborate to hold the Section 504 Committee meeting in a timely manner.

D. Monitoring Implementation of a Section 504 Plan

1. XISD staff on the campus and YES Prep staff will meet at regular intervals to be determined by the parties to monitor and discuss student progress, discuss student and Section 504 issues, and Section 504 Committee meetings to be scheduled. This meeting may be held in conjunction with the meeting described at Section I.D.1. of the agreement.
2. XISD staff and YES Prep staff will share with each other communications and information from parents and others about Section 504 students.
3. XISD staff and YES Prep will collect data regarding Section 504 students in the YES Prep program. XISD campus staff and YES Prep staff will collaborate regarding an effective data collection system for Section 504 students, following the procedures of XISD for data collection.

III. Dyslexia

- A. YES Prep will comply with state laws and TEA regulations concerning the identification, evaluation and provision of services to students with dyslexia in the YES Prep program, including the provision of a teacher trained in providing dyslexia services.
- B. YES Prep may request assistance from XISD staff to perform dyslexia assessments.

- C. XISD dyslexia staff will be available to YES Prep staff for consultation and collaboration as needed for students with, or suspected of having, dyslexia.

IV. TEA Complaints, Due Process Hearings and State and Federal Court Litigation

- A. XISD staff will prepare a response to all complaints to the Texas Education Agency (“TEA”) regarding a special education student. YES Prep staff will cooperate to the fullest extent to provide information and documentation requested by XISD at no cost to XISD. If TEA implements corrective action, YES Prep staff will cooperate and participate in implementing corrective action applicable to the YES Prep program on the campus.
- B. If an IDEA special education due process hearing is requested regarding a student in the YES Prep program, XISD will assume the responsibility of defending the action. YES Prep staff will cooperate to the fullest extent in preparing for and conducting the due process hearing and any subsequent appeal into court, including, but not limited to, attending the resolution session and testifying in the due process hearing, at no cost to XISD.
- C. If mediation is requested regarding a special education student in the YES Prep program, XISD will assume responsibility for conducting the mediation. The YES Prep staff will cooperate to the fullest extent in the mediation, including, but not limited to, preparing for and attending mediation, at no cost to XISD.
- D. If a complaint is made to the Office of Civil Rights (“OCR”) regarding a special education and/or Section 504 student in the YES Prep program, XISD staff will prepare a response to the complaint. The YES Prep staff will cooperate to the fullest extent with District staff to respond to the complaint at no cost to XISD, and will implement corrective action, if any, determined by OCR to be required.
- E. If a Section 504 hearing is requested regarding a student in the YES Prep program, XISD staff will assume the responsibility of defending the action. The YES Prep staff will cooperate to the fullest extent with District staff in preparing for and conducting the Section 504 hearing, including, but not limited to, testifying in the Section 504 hearing, at no cost to XISD.
- F. If an action is filed in state or federal court under the IDEA and/or Section 504 regarding a student in the YES Prep program, XISD will defend the action. YES Prep staff will cooperate fully in the defense of the lawsuit at no cost to XISD.

V. Training

- A. XISD and YES Prep agree that collaborative training of the two staffs is important for the success of the YES Prep program at XISD.
- B. The parties will notify each other of trainings to be provided and the staff of each party may attend the other party’s training sessions.

- C. YES Prep will make its staff available for training by XISD on IEP writing, the development of standards-based IEPs, and XISD's special education software system and procedural and substantive forms applicable to IDEA special education students and Section 504 students.
- b) Gifted and Talented. YES Prep does not offer gifted and talented programs at this time. Any XISD students currently served in gifted and talented programs in XISD who enroll in YES Prep XMS or XHS will forgo the gifted and talented services provided by XISD.
- c) English as a Second Language ("ESL"). YES Prep will develop and implement an ESL program for YES Prep XMS that complies with Applicable Law.
- d) Electives. As part of both the YES Prep XMS and XHS Program, certain electives and co-curricular activities, offered to XISD students at XMS and XHS may be made available to students enrolled in YES Prep XMS and XHS so long as the schedules permit such offerings and both parties agree that the electives and co-curricular activities should be offered. The Parties will collaborate to determine which extra-curricular activities and athletics will be made available to XISD students at XMS and XHS and determine a process for making them available to YES Prep enrollees. YES Prep students will not participate in any XISD electives, co-curricular activities, extra-curricular activities or athletics if there is a conflict with schedules or a detrimental academic impact as determined by the YES Prep School Director. To the extent a cost is incurred for a uniform, instrument, or other material in these electives, extra-curricular activities, or athletics that normally would be paid by XISD for a student enrolled at YES Prep, XISD will cover the same cost of the material for a student enrolled at YES Prep for the XISD program.

9.4 Extracurricular Programming and Participation. YES Prep students may join any extra-curricular activity offered to XISD students to the same extent that XISD students may join so long as participation does not interfere with the YES Prep academic expectations, school day schedule, tutorials, or other parts of the Program as determined by the YES Prep School Director. XISD Students may join extra-curricular activities offered to YES Prep students so long as an XISD employee serves as a co-sponsor of the activity. The YES Prep School Director and the XISD Principal must approve the participation of YES Prep students in extra-curricular activity.

9.5 Differentiated Calendars. The Parties acknowledge that YES Prep XMS will offer classes and other programmatic activities on a different calendar schedule and will begin and end the school day at different times than XMS or XHS. The XISD Principal and the YES Prep School Director will coordinate schedules and programs to the extent possible so that YES Prep teachers and staff and XISD teachers and staff are available to YES Prep students when services are needed. In the spring of each school year during the Term, the XISD Principal and YES Prep School Director will meet to prepare and agree upon a master schedule for the next school year with such schedule taking into consideration the YES Prep academic course load, and teachers' schedules.

ARTICLE X PROGRAM SUPPORT SERVICES

10.1 Library Services. XISD will make its library facilities and media resources, including all databases, available to YES Prep students during the times that YES Prep students attend classes in accordance with the YES Prep calendar. The Parties will collaborate on staffing of the XISD library during dates and times that YES Prep is in session but XISD is closed in accordance with the XISD calendar. YES Prep faculty and students will be required to agree to and execute XISD's Acceptable Use Procedures prior to being given access to XISD's electronic resources. XISD will be responsible

for all notifications regarding lost or missing books and will collect all fines associated with use of the library services.

10.2 Counseling YES Prep will provide all student support counseling to YES Prep students, except for those services described in Section 10.3. The parties agree to collaborate around trainings and knowledge regarding best practices in counseling and notification to appropriate agencies.

10.3 Pregnancy and Homebound Related Services. XISD agrees to provide the same level of transportation and other ancillary support to YES Prep students who qualify for pregnancy related and/or homebound related services. YES Prep and XISD will be mutually responsible for providing all educational support to YES Prep students who qualify for pregnancy related and/or homebound related services.

10.4 School Health Services. Initially, XISD and YES Prep agree that the XISD health services at XMS and XHS outlined in 10.04(a) and (b) will be made available to students enrolled in the YES Prep Program.

a) School Health Screenings. XISD will conduct health-related screenings for the YES Prep students to the same extent and in a similar manner to those conducted for other XISD students.

b) School Nurses. Students enrolled in YES Prep Program will have access to any XISD school nurse(s) assigned to XMS and XHS during the XMS and XHS school day and in accordance with the XISD calendar to the same extent and in the same manner as any XISD student who attends XMS or XHS. During the summer session, students enrolled in YES Prep will have access to any XISD school nurse(s) assigned to an XISD campus during the regular XISD school day and in accord with the XISD calendar to the same extent and in the same manner as any XISD student who attends another XISD school during summer school. The Parties agree that any XISD nurse(s) assigned to XMS or XHS (or who are assigned to provide services to XISD students during summer session) will work the hours and days assigned by XISD even though such hours and days may not coordinate with the schedule of YES Prep.

c) Health and Safety Forms. Students enrolled at YES Prep will be required to complete health and safety information/forms to the same extent and in the same manner as XISD students who attend XISD campuses.

10.5 Educational Technology. XISD agrees to provide in each YES Prep classroom the same or substantially similar educational technology as provided in a classroom of a similar subject for a similar grade level in XISD for each school year during the term of the Contact. XISD is not required to provide laptops, computers, or other technology to YES Prep employees for personal use. Should the YES Prep School Director and the XISD Principal not be able to agree on any technology related issue, the matter will be turned over to the Superintendent and CEO or designee of each Party who will work collaboratively to resolve unresolved concerns. The Parties also agree to the following:

a) Training. The Parties agree to work collaboratively to arrange for training of all YES Prep faculty members on the use of necessary educational technology tools and on their effectiveness in the classroom prior to use to the same extent and in the same manner XISD provides training for its own employees.

b) YES Prep Computers. YES Prep will provide its employees assigned to YES Prep XMS and XHS with computers and computer support to the same extent YES Prep provides all employees in similar positions with computers. To the extent that YES Prep provides computers to its teachers for other YES Prep XMS and XHS purposes, XISD and YES Prep will collaborate to ensure YES Prep technology appropriately works in the XISD environment.

c) Software. The Parties agree to work collaboratively so that YES Prep XMS employees will have the proper software necessary for them to perform services under this Contract on their YES Prep computers in order for the educational technology to function.

d) Network Connections. XISD will make available at YES Prep XMS all network connections, including wireless connections, required in order to satisfy the operating needs and reporting requirements under this Contract (e.g. 1Mbps of wireless Internet access per student/staff). XISD will also allow YES Prep hardware to access the XISD and YES Prep internet services including wireless accounts to the extent necessary to meet the operational needs of YES Prep XMS. The Parties will work together to resolve any authentication challenges that may arise.

e) Technology Policies and Procedures. YES Prep agrees its employees at YES Prep XMS and XHS, or who have any access to XISD educational technology equipment, and all students enrolled in YES Prep XMS and XHS will sign the XISD and YES Prep Acceptable Use Procedures.

10.6 Transportation.

a) Transportation to and from Premises. XISD agrees to provide transportation services to and from an approved XISD bus stop and YES Prep XMS and XHS, respectively, in accordance with the YES Prep calendar to students enrolled at YES Prep. The Parties commit to collaborate on a transportation plan that will provide the needed transportation to YES Prep students so long as it does not interfere with YES Prep's calendar which is subject to change by the YES Prep School Director at any time, including, but not limited to, for the purposes of testing, field trips, or staff professional development.

b) Study Trips. XISD agrees to provide transportation for study trips, non-Program activities, XISD electives, and extra-curricular activities for YES Prep students to the same extent and same manner as XISD provides for other XISD students. Additionally, YES Prep may elect to provide its own transportation for study or field trips related to the YES Prep instructional Program.

c) Summer School. YES Prep agrees that no later than April 1 preceding any summer in which YES Prep will offer summer school, YES Prep will notify XISD's Transportation Director or delegee of the transportation needs, including information regarding the summer school calendar, and the school day schedule. XISD's Transportation Director or

delegee will take all necessary steps to ensure that the transportation requested is ready to be provided.

d) Ownership of Transportation Vehicles. The Parties agree that the vehicles used by XISD to provide transportation for students enrolled at YES Prep are vehicles owned or leased and operated by XISD or contracted by XISD and that neither YES Prep nor its employees own and/or operate such vehicles.

e) Transportation Employees. The Parties agree that the drivers of the vehicles used to provide transportation as set forth herein are employees or contractors of XISD and are not employees or contractors of YES Prep. XISD agrees to comply with Applicable Law regarding criminal history background checks, driving checks, and other requirements relating to such providers of transportation.

f) Discipline of Students on XISD Vehicles. The Parties agree that while at a YES Prep bus stop or on an XISD vehicle, students enrolled at YES Prep are considered to be at an extension of school or a school-related activity and are subject to all rules and regulations of YES Prep including, but not limited to, the YES Prep Code of Student Conduct. Additionally, the parties agree that they will collaborate with regards to any discipline that impacts a student's ability to use XISD bus transportation.

g) Accidents. XISD agrees that if an XISD vehicle transporting students enrolled at YES Prep XMS or XHS is involved in any accident or otherwise involved in an incident when students enrolled in YES Prep XMS or XHS are on board, XISD will promptly notify the YES Prep School Director and YES Prep CEO.

h) Future Needs. YES Prep agrees that no later than April 1 preceding a school year in which this Contract is in effect, YES Prep will notify XISD's Transportation Director or delegee of the transportation needs of YES Prep XMS and XHS anticipated for the next school year. Such needs will include the YES Prep calendar and school day scheduled for the next school year (start times and end times, etc.). XISD agrees its Transportation Director or delegee will then take all necessary steps to ensure that the transportation requested is ready to be provided.

Both parties acknowledge that the calendar provided on April 1 of each year is subject to change by the YES Prep School Director at any time, including, but not limited to, for the purposes of testing, field trips, or staff professional development.

10.7 Police Services. The Parties agree that the XISD Police Department will provide certain services to YES Prep XMS and XHS and that the Parties will collaborate on the type and extent of such services. The Parties specifically agree that the XISD Police Department will not issue tickets to YES Prep students or staff, but do have the ability to act, as appropriate, and as determined within the police officer's professional judgment to ensure the safety and security of the community, including students and staff. The Parties further agree the services will include, at a minimum, the services of a truancy officer.

10.8 Child Nutrition Services; Free and Reduced Lunch. XISD will provide child nutrition services, including all free and reduced-price breakfast, lunch, and snack programs and other available federally funded services for which YES Prep XMS and XHS students qualify, in accordance with the YES Prep calendar, and in the same manner that XISD provides for other XISD students at the same grade level. If needed, YES Prep will provide XISD all demographic information required by law for all students enrolled in YES Prep XMS and XHS to qualify and participate in the free and

reduced-price breakfast, lunch, and snack programs. XISD will be responsible for processing all information, including applications, required for eligible students to qualify and participate in the free and reduced-price breakfast, lunch and snack programs. XISD will be responsible for collection of all payments owed by students or their families for child nutrition services. XISD will provide students IDs if applicable for use in accessing student meals.

ARTICLE XI INSTRUCTIONAL AND OTHER PROGRAM MATERIALS

11.1 Selection of Instructional Materials. XISD will be responsible for the distribution, collection and recordkeeping associated with all textbooks provided to YES Prep students. YES Prep XMS and XHS may select and utilize its own instructional materials for the Program. YES Prep represents that any instructional materials used for the YES Prep XMS and XHS Program will align with the TEKS, or its successor, and any other standards that may be required for a campus program charter under Applicable Law. XISD will purchase instructional materials for the regular academic program that are requested by YES Prep XMS and XHS to the extent provided through TEA for XISD's instructional materials allotment. YES Prep will be responsible for any special instructional materials not covered by the regular instructional materials allotment. Parents of YES Prep XMS and XHS students shall be responsible for any lost textbooks or other instructional materials that are not returned to XISD in accordance with XISD procedures and shall reimburse XISD for the cost of any such lost textbooks or other instructional materials upon demand. If, however, a parent refuses to reimburse XISD for the cost of any such lost textbook or other instructional materials, YES Prep will be responsible for reimbursement for the cost of any such lost textbook or other instructional materials after XISD has put forth sufficient effort to recover such reimbursement and XISD makes a specific request to YES Prep for such reimbursement. Under no circumstances, will YES Prep be responsible for reimbursing XISD for normal wear-and-tear to any textbooks or other instructional materials.

ARTICLE XII STUDENT DISCIPLINE

This section sets forth the behavioral expectations and disciplinary consequences for students enrolled at YES Prep XMS and XHS during the term of the Contract. The term "resident student" means a student who resides within the boundaries of XISD.

12.1 Student Code of Conduct

- a) XISD will implement the XISD Student Code of Conduct for students who are not enrolled at YES Prep XMS and XHS.
- b) YES Prep will implement the YES Prep Student Code of Conduct for students enrolled at YES Prep XMS and XHS.
- c) If a YES Prep XMS or XHS student attends an XISD classroom and/or participates in one or more XISD extracurricular activities of , XISD staff will refer instances of misbehavior by the student to YES Prep staff for response. XISD staff will provide relevant information to YES Prep staff to assist with investigation of the misbehavior.
- d) If a YES Prep XMS or XHS student is suspended from school by YES Prep staff and the student is in XISD classes, YES Prep staff will inform the XISD campus staff of the number of days the student has to make up work upon his or her return.

12.2 YES Prep Behavior System – Demerits and Detentions

- a) YES Prep XMS and XHS may implement its behavior system – Demerits and Detentions – when YES Prep staff determines it is appropriate for a YES Prep student.
- b) YES Prep XMS and XHS staff will provide information and training on Demerits and Detentions to XISD campus staff prior to the school year starting.
- c) XISD campus staff will require the YES Prep student to follow Demerit and Detention requirements as carried out by YES Prep staff in their classrooms and after-school activities to the extent it is feasible to do so.

12.3 Dismissal from YES Prep XMS and/or XHS

- a) The Parties understand and agree that under the YES Prep Student Code of Conduct, students can be dismissed from YES Prep XMS and XHS.
- b) If YES Prep staff makes a determination to dismiss a resident student from XMS or XHS, YES Prep staff will inform the resident student's XISD home campus staff within one business day and provide all documents and information regarding the behavior and dismissal to the XISD home campus staff.
- c) The resident student who has been dismissed from XMS or XHS will return to his or her home campus in XISD, to continue his or her education.
- d) If a student who is dismissed from YES Prep XMS or XHS is not a resident of XISD, the student will return to his or her home district.
- e) Any appeal to the YES Prep Board of Directors of the determination by YES Prep staff that a student is dismissed from YES Prep XMS or XHS will follow the YES Prep appeal process. During the pendency of such an appeal, the student will be returned to his or her XISD home campus, or to the home school district for a non-resident student.
- f) The administration on the XISD home campus of a resident student who has been dismissed from YES Prep XMS or XHS has the discretion to apply the XISD Student Code of Conduct and assign such disciplinary consequences for the misbehavior leading to dismissal from YES Prep XMS or XHS as may be appropriate under XISD's Student Code of Conduct, regardless of any appeal of the dismissal determination to the YES Prep Board of Directors. Any timelines in XISD's Student Code of Conduct applicable to the misbehavior and/or disciplinary consequence begin the next business day after the campus is notified of the determination by YES Prep staff that the resident student is dismissed from YES Prep XMS or XHS.

12.4 Expulsion and Removal to a Disciplinary Alternative Education Program

- a) If a YES Prep XMS or XHS student is accused of an offense for which the consequence under the Texas Education Code is or may be expulsion, or is or may be removal to a disciplinary alternative education program ("DAEP"), YES Prep staff will investigate and follow YES Prep procedures as appropriate to determine if the student will be expelled from YES Prep because of a violation of Texas Education Code Sections 37.006(a), (b), (c), (d) or (f); Section 37.007(a), (b), (c), (d), (e), (f), (i); Section 37.081; and/or Section 37.019.
- b) Any appeal to the YES Prep Board of Directors of the determination by YES Prep staff that a student is expelled from YES Prep XMS or XHS will follow the YES Prep appeal process. During the pendency of such an appeal, the student will be returned to his or her XISD home campus, or to the home school district for a non-resident student. It is understood that the YES Prep Board of Directors will timely convene a meeting to decide the appeal.
- c) If a determination is made by YES Prep staff that a resident student should be expelled from

the YES Prep XMS or XHS because of such misbehavior, the YES Prep District staff will contact the resident student's XISD home campus staff within one business day of this determination and provide all documents and information about the behavior. XISD campus staff of the resident student's home campus may apply any disciplinary consequence allowable under the XISD's Student Code of Conduct, including long-term DAEP placement or expulsion, regardless of any appeal of the expulsion determination to the YES Prep Board of Directors. All timelines and procedures in the Texas Education Code and XISD's Student Code of Conduct applicable to the misbehavior and/or disciplinary consequence will begin the next business day after notice to XISD campus staff by YES Prep District staff that the student has been expelled from YES Prep High School. All appeals of XISD staff recommendations for expulsion or DAEP placement will follow the XISD appeal process. The student may be placed in in-school suspension or other disciplinary setting pending the outcome of XISD's investigation and action regarding the misbehavior.

- d) If a student who is not a resident of XISD is expelled from YES Prep XMS or XHS, the student will return to his or her home district.
- e) XISD staff and YES Prep staff will cooperate and collaborate with each other regarding the investigation of student misbehavior and student or parent appeals of disciplinary consequences including, but not limited to, providing testimony and information during appeal conferences and/or hearings.

12.5 Information to Parents

- a) YES Prep XMS and XHS will provide information to parents of prospective students regarding the use of the YES Prep Student Code of Conduct for YES Prep XMS and XHS students.
- b) YES Prep XMS and XHS will provide information to parents of prospective students regarding the following:
 - i. YES Prep XMS and XHS students may receive different disciplinary consequences than other students on the campus.
 - ii. Students dismissed from YES Prep XMS and XHS will return to their home campus and may be subject to further disciplinary consequences under the XISD's Student Code of Conduct at the discretion of the administration of the student's home campus.
 - iii. Students expelled from YES Prep XMS or XHS due to misbehavior prohibited by Texas Education Code Sections 37.006(a), (b), (c), (d), (f); 37.007(a), (b), (c), (d), (e), (f), (i); 37.0081; and 37.019 will return to their home campus and be subject to discipline under the XISD's Student Code of Conduct including expulsion and DAEP placement. If the student is not a resident of XISD, he or she will be returned to the student's home district and all disciplinary and behavior records will be transmitted to the home school district.

ARTICLE XIII FACULTY AND STAFF

13.1 Employment Status. Faculty and staff of YES Prep XMS and XHS, including, but not limited to, the YES Prep XMS and XHS School Directors, other YES Prep XMS and XHS school administrators, teachers, and teaching assistants, are employees of YES Prep Public Schools, Inc. and not of XISD. XISD faculty and staff at XMS are employees of XISD and not of YES Prep Public Schools, Inc. The Parties acknowledge and understand that Applicable Law provides different requirements for employees of open-enrollment charter schools and employees of school districts and that the policies and procedures of YES Prep and XISD regarding employees differ. As such in certain instances, employees of each Party may be held to differing standards and be subject to differing rules and regulations.

13.2 Joint Employment In scenarios where an individual is employed by both organizations concurrently, the rate of pay for work performed will be in accordance with each organization's policies, respectively. This applies to supplemental duties as well. Pay for duties performed will be issued by the organization requesting the performed duties. Exceptions to this shall be mutually agreeable and documented

13.3 Teacher Qualifications. The Parties will use their best efforts to comply with Applicable Law, including the Every Student Succeeds Act. Additionally, the parties agree that teachers will be ESL certified no later than two years after a teacher begins working with YES Prep XMS and XHS.

13.4 Reportable Misconduct. The Parties will use their best efforts to comply with Applicable Law, including TEA reporting rules, in cases where a teacher engages in reportable misconduct.

13.5 Criminal History Background Checks by YES Prep. YES Prep will perform all criminal history background checks as required by Applicable Law on YES Prep XMS and XHS employees and other YES Prep employees who may be present on or enter the XMS or XHS Premises and have regular direct contact with students. YES Prep agrees to hire and maintain employees only in accordance with Applicable Law and YES Prep Policy regarding criminal history.

13.6 Faculty and Staff Employment Records. All employment records of YES Prep XMS and XHS staff are the property of YES Prep. All employment records of XISD employees assigned to XMS or XHS are the property of XISD. Except as may be expressly stated in this Contract, or except to the extent made public under the Texas Public Information Act ("TPIA"), neither party has a right of access to the employment records of the other party.

13.7 Meetings and Training. The Parties agree that the XMS and XHS Principal and their counterpart YES Prep School Director will work together to determine whether and which XMS or XHS faculty meetings and/or trainings can be attended by employees of YES Prep XMS or XHS.

13.8 Employee Performance. Each Party has the sole authority to evaluate, appraise, and/or discipline its own employees. The other Party may provide input to the XISD Principal or the YES Prep School Director, as applicable, which may be used in the appraisal process or otherwise, as determined by that school administrator in his or her discretion. If the school administrator for each Party cannot agree regarding the other's employee(s), the matter will be referred to the human resources ("HR") department for each Party. If the HR departments cannot agree on a resolution, the matter will be referred to the Superintendent and CEO or designee for each Party.

13.9 Employee Dress Codes. The Parties understand that each Party has its own dress code for employees and agree that the XISD Principal and the YES Prep School Director will work collaboratively so that each Party is comfortable with the other Party's employee dress code.

13.10 Grievances, Complaint, and Investigations. The Parties agree that any employee with a complaint or grievance will utilize the complaint/grievance policy of their respective employers and will not be permitted to use the employee grievance policy of the other Party.

a) Grievance and Complaints. The Parties agree that to the extent a grievance or complaint may involve employees from both Parties, the XISD Principal and the YES Prep School Director and the directors/executive directors of Human Resources for each Party, to the extent

necessary, will collaborate to attempt to resolve the concerns and issues.

Incidents by Employees. The Parties acknowledge that there may be instances where employees are involved or allegedly involved in incidents on or off the XMS or XHS Premises that may not constitute criminal conduct but where the best interest of the students and/or employee(s) may be served by temporary or permanent removal of the employee(s) from the XMS or XHS Premises. The Parties agree that should such a situation arise, each Party has the automatic right to temporarily or permanently remove their own employee(s) from the XMS or XHS Premises and/or employment in accordance with that Party's policies and procedures. The Parties further agree that, to the extent either Party chooses not to remove its employee, the Parties will collaborate to determine what steps, if any, to take regarding the employee's continued presence on the XMS or XHS Premises. Initial collaboration will be between the XMS or XHS Principal and their counterpart YES Prep School Director. If the XMS or XHS Principal and their counterpart YES Prep School Director cannot agree, they will refer the matter to their respective HR departments. If the human resources departments are unable to resolve the issue, the matter will be submitted to the Superintendent and CEO or their designees for resolution. Ultimately, the Parties agree that if no agreement can be reached, in situations where the safety, health, or emotional welfare of a student(s) may be involved or seriously compromised, XISD can require the temporary or permanent removal of a YES Prep employee from XISD's premises but cannot require termination of a YES Prep employee.

b) Investigations. The Parties agree to work collaboratively on any investigation that may involve each other's employees to the extent necessary to promptly and accurately complete such investigation. Both Parties acknowledge that, to the extent permitted by Applicable Law, the Parties will protect the confidentiality of individuals and information obtained during the investigations.

13.11 Non-Solicitation; Dual Employment.

a) Non-Solicitation. YES Prep agrees it will not solicit or hire any XISD employees unless and until it receives written confirmation from XISD that the employee has been released from any contractual obligations with XISD and XISD consents to such employment. XISD agrees it will not solicit or hire any employee assigned to YES Prep XMS or XHS during any school year, summer school, or after July 1 of any year. Nothing in this Contract alters the at-will nature of YES Prep employees or changes the employment relationship between any employee and his/her employer.

b) No Dual Employment. Except as otherwise agreed between the Parties in writing and subject to each Party's respective policies regarding dual employment, a person cannot be both an employee of YES Prep and an employee of XISD at the same time. Additionally, both XISD employees and YES Prep employees will follow that employer's respective policies regarding outside and dual employment restrictions and limitations. The Parties anticipate that there may be situations where an employee of one Party may also provide services for the other Party as an employee. In such cases, the Parties will confer and approve that management as long as each Party is satisfied that such employment is not being performed during the same time period as for the other Party, as long as the dual employment creates no conflict, and as long as such dual employment conforms to that Party's applicable policies and procedures. The Parties will collaborate to confirm that no conflict exists. Additionally, a contractor may perform services related to the Program on behalf of both XISD and YES Prep. In such cases, the Parties will document the agreement with respect to such services, to include, without limitation, agreement on the scope of services, the allocation of costs of such services, and the performance standards to be evaluated. The joint service on behalf of XISD and YES Prep shall not be considered to be in violation of this Section 13.13(b).

DATA; RECORDS; RECORDKEEPING; COMMUNICATIONS

Public Records. Pursuant to Texas Education Code §§ 12.057(a), 12.1051, and 12.1052, all records, including, without limitation, student records, and administrative and financial records, pertaining to and created by the Parties for YES Prep XMS and XHS, including any XISD records relating to the students or program, shall be considered public records (collectively the records created by both YES Prep and XISD for and specifically relating to YES Prep XMS or XHS shall be referred to as "YES Prep Records"). YES Prep and XISD shall create, collect, and maintain all records related to or required for the Program, including, but not limited to, all demographic data, test scores, discipline records, attendance, lesson plans, grade reporting and recording, and any other documents and information required by Applicable Law, TEA or other governmental authority, and as otherwise necessary and advisable for the operation of YES Prep XMS or XHS. Each Party shall ensure access to YES Prep Records to the other Party during normal business hours for that Party and any other times that are mutually convenient to both Parties. As public records, all YES Prep Records are subject to the TPIA and the Texas Record Retention laws as further described in this Contract.

14.1 PEIMS Records; Attendance Accounting; Other TEA Reports. The Parties acknowledge that YES Prep is subject to the TEA requirements for the Public Education Information Management System ("PEIMS"). The Parties acknowledge that XISD ultimately is responsible for compliance with state and federal data reporting requirements. YES Prep will cooperate and coordinate with XISD to ensure that all then current PEIMS Data Standards are met, including all data elements and proper codes used to report them. YES Prep will furnish all required data to XISD on a timely basis and in proper form so that XISD may meet all data submission dates required by TEA. For purpose herein, to be in proper form, the data must be delivered to XISD in a computer file or other agreed electronic form that can be imported directly into the XISD student information system. YES Prep XMS shall account for enrollment and attendance on the daily Attendance Record and in a manner similar to that utilized at other XISD schools. YES Prep and XISD shall collaborate and cooperate to ensure that all other TEA recordkeeping and reporting requirements applicable to a campus program charter and XISD students enrolled in a campus program charter are met. XISD and YES Prep will collaborate to determine what is needed to assist YES Prep XMS to comply with the data collection, reporting, and submission requirements set forth herein and as required by TEA, to determine which Party will provide which parts of the training needed, and to develop a schedule for training of personnel. YES Prep prefers to use its own Student Information System with an agreement to share pertinent data with XISD. If YES Prep must use XISD Student Information System, we would require the following:

- Data Sharing Agreement
- Comprehensive systems integration solution that uses established K12 education standards such as Ed-Fi (<https://www.ed-fi.org/what-is-ed-fi/ed-fi-technology/>) and IMS Global (<https://www.imsglobal.org/activity/learning-tools-interoperability>) where appropriate.
- Provide appropriate 2-way data exchange on a minimum of a 24 hour refresh cycle.

14.2 Student Testing. Students enrolled at YES Prep XMS and XHS shall participate in all statewide student testing as required by Applicable Law. XISD and YES Prep XMS and XHS will collaborate on the timing, manner, and location for testing of YES Prep XMS and XHS students. All test data for students enrolled in YES Prep XMS and XHS shall be aggregated with the data for all other XMS and XHS students for purposes of campus accountability ratings.

14.3 Texas Public Information Act. Both Parties are subject to the TPIA as set forth in

Chapter 552 of the Texas Government Code and acknowledge that YES Prep XMS and XHS Records may be subject to disclosure. Each Party agrees to comply with the requirements of the TPIA and timely notify the other Party in the event that it receives a request for under the TPIA, a judicial or governmental request, requirement or order or otherwise any YES Prep XMS or XHS Record that may require disclosure. Each Party has the right to seek to withhold a document or record relating to YES Prep XMS or XHS and to seek a Texas Attorney General opinion in accordance with the TPIA. The Parties will cooperate with each other in seeking Attorney General opinions.

14.4 Texas Record Retention Laws. Both Parties are subject to the Texas Record Retention laws as set forth in the Texas Government Code and Texas Local Government Code and related schedules for retention. Both Parties agree to maintain and retain the YES Prep XMS and XHS Records as required by the Texas Record Retention laws.

14.5 Media and Communications.

a) Media Requests. The Parties agree to collaborate regarding any media requests or press releases related to YES Prep XMS or XHS, the students enrolled in the YES Prep XMS or XHS Program, or this Contract prior to responding to any media request or making a press release and further agree that any statement made will have prior approval by the Superintendent and CEO for each Party or their designee. For any matter that a Party designates as "urgent", the other Party agrees to review within one (1) hour of the request. If a Party is not able to respond to an urgent communication within one (1) hour of the request, the other Party may proceed with the urgent communication. This does not include general YES Prep communications that would be sent regarding other YES Prep schools and may include YES Prep XMS or XHS. Likewise, this does not include general XISD communications that would be sent regarding other XISD schools and may include XMS or XHS.

b) Communications with Parents. The Parties agree that if an incident occurs that would necessitate communications to parents of students enrolled in the YES Prep XMS or XHS Program, the XISD Principal and the YES Prep School Director will collaborate on the communication and prepare a joint communication as appropriate. For any matter that a Party designates as "urgent", the other Party agrees to review within one (1) hour of the request. If a Party is not able to respond to an urgent communication within one (1) hour of the request, the other Party may proceed with the urgent communication. This does not include general YES Prep communications that would be sent regarding other YES Prep schools and may include YES Prep XMS or XHS. Likewise, this does not include general XISD communications that would be sent regarding other XISD schools and may include XMS or XHS.

ARTICLE XV

PROGRAM EVALUATION AND ACCOUNTABILITY

15.1 Accountability Standards.

a) Compliance with Accountability Standards. The Parties understand and agree that the YES Prep XMS and XHS is subject public school accountability under Subchapters B, C, E, and J of Chapter 39 of the Texas Education Code and the then current edition of the TEA Accountability Manual (collectively, "Accountability Standards"). Continuation of YES Prep XMS and XHS and this Contract is conditioned upon satisfactory student performance under the Accountability Standards and upon compliance with other requirements under the Accountability Standards, to include, but not be limited to, the following:

- i. Student results will be disaggregated by Accountability Systems subgroups African-

- American, Hispanic and White ("Accountability Subgroups").
- ii. Economically Disadvantaged by grade level comparisons will be made to non- program students in the same grade levels.
 - iii. The attendance rates of YES Prep XMS and XHS students will be compared to similar students. For purposes of this Contract, the term "Similar Students" means students across XISD in the Accountability Subgroups at a campus with similar demographics and grade level as students enrolled in YES Prep XMS and XHS. Any Accountability Subgroup that would not be considered by TEA in determining school performance ratings would not apply. For all students who do not qualify to be considered under the expected Accountability Standards, performance expectations will be based on Individual Education Plans or Language Proficiency Assessment Committee recommendations. Data for these students will be gathered and maintained by YES Prep.

b) Review of Accountability Data. YES Prep accountability data will be combined with the accountability data for the remainder of the XMS and XHS campus for purposes of a campus-wide accountability rating. Each year during the term of this Contract, the Parties will review the accountability data associated with the students enrolled in YES Prep and determine what effect the data has on the XMS campus-wide accountability rating. In the event that the performance of the YES Prep XMS students under the Accountability Standards has a significant adverse effect on the overall XMS campus-wide accountability ratings in any given school year, in lieu of termination as set forth in this Contract, the Parties shall assess the cause of the significant adverse effect on the campus-wide rating and agree upon an improvement plan designed to reverse the lowered accountability rating.

15.2 Program Reports and Evaluation.

a) Reports. The Parties will meet regularly to evaluate and assess YES Prep XMS and XHS. During the initial year of the Program, the XISD Superintendent or designee(s) will monitor compliance in implementation of the Program. XISD and YES Prep will collaborate on the content and frequency of written interim reports to document the progress, needs, and issues to address with respect to the YES Prep XMS and XHS Program.

b) Audits and Record Reviews. In addition to the annual audit required in Section 16.7 of this Contract, the Parties will collaborate on any other programmatic or interim audits that they deem advisable or necessary. The Parties will cooperate and make YES Prep XMS and XHS Records available for any audit or record review performed by TEA or other governmental authority.

ARTICLE XVI FISCAL AFFAIRS

16.1 Financial Consideration. In consideration of the services provided under this Contract, XISD will pay YES Prep \$[Rate to be negotiated] per student in Average Daily Attendance ("ADA") on an annual basis for the 2019-20 school year; (This shall be referred to herein as "Fee"). When the State funding rates are set for 2019-20 and the locations of the students accepted in the lottery are known, the Fee for 2019-20 to be paid to YES Prep under this Contract will be renegotiated. By March 1 of each subsequent year, the parties will revisit the related costs and revenue for the school year just ended to determine the Fee for the upcoming year. If the fee cannot be set by March 1 of the subsequent year, XISD agrees to use a predetermined rate, not to be lower than the YES Prep Public Schools state per pupil allotment.

16.2 Start Up Funds: In consideration of initial ramp up costs associated with staffing and

launching YES Prep programs within XISD, XISD will provide \$500 per student in ADA on an annual basis for the first three years of operation of YES Prep XMS and YES Prep XHS.

16.3 ADA and Enrollment Projections:

Prior to the first day of school for YES Prep XMS and XHS, the Parties will collaborate to estimate the number of students YES Prep is expected to enroll for that upcoming school year, which will be the

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estimated enrollment on which monthly payment of the Fee will be based for that school year. The Fee to be paid during the 2019-20 school year is based on an expected ADA rate as reported through the PEIMS system of 96%. For each year during the term of the Contract after 2019-20, the actual ADA percentage for the last school year will be used to calculate the estimated ADA for the next school year. XISD will pay to YES Prep one-tenth (1/10) of the estimated annual Fee on a monthly basis with the first payment to be paid in September 1 and the last payment in June. At the end of each school year when XISD has received the final PEIMS data, XISD and YES Prep will reconcile the amount of Fee paid by XISD during that school year with the actual annual Fee that is owed based on the actual number of students enrolled in Yes Prep XMS and XHS during that school year and the actual ADA rate. The final determination of the amount of the reconciliation will be made by August 31, or agreed upon date, or the preceding school year. If the estimated Fee paid during the school year is less than the actual Fee owed for that school year, then XISD will pay YES Prep the difference within thirty (30) days after the reconciliation amount is determined; if the estimated Fee paid during the school year is greater than the actual Fee owed for that school year, YES Prep will reimburse the difference to XISD within thirty (30) days after the reconciliation amount is determined.

16.4 Allocation of Costs. In addition to the responsibility of either Party for specific costs and expenses described in other provisions of this Contract, the Parties will allocate costs for the Program as set forth in this Section 16.1. From the Fee, YES Prep will pay for YES Prep XMS and XHS costs associated with YES Prep personnel, employee benefits, professional development of the YES Prep personnel, Program curriculum (except for the instructional materials as described in Section 11.1), ancillary equipment and supplies, YES Prep administrative oversight and responsibilities, recordkeeping by YES Prep, student yearbooks, school photos, and field trip expenses, except for transportation costs as set forth in Section 10.6. Both parties acknowledge that the Fee will not cover all YES Prep expenses and that, if possible, other monies will be provided to YES Prep through grants or other resources. XISD will be responsible for the costs of providing furniture and equipment as described in this Contract, maintenance and repairs of the XMS and XHS Premises, utilities for the XMS and XHS Premises, transportation services as described in this Contract, XISD administrative oversight and responsibilities, and recordkeeping by XISD.

16.5 Grants. The Parties will cooperate in the application for grants to fund all or portions of YES Prep XMS and XHS. The Parties agree that any such funding received by either the Parties to this Contract will be used in accordance with grant requirements and the Parties will collaborate to allocate grant funds to specific projects agreed by the Parties to be necessary or advisable to advance the Program. The Parties agree that unless specifically required by the grant or agreed upon by the Parties, grant funds cannot be used by XISD to reduce its obligation to pay YES Prep the Fee as set forth in Section 16.1, above. Any grant money received will be in addition to the Fee amount as set forth in Section 16.1 above. Any purchase or property acquired with grant funds becomes the property of the entity that applied for the grant and received the grant funding. If the grant was a joint application, the purchases or property will be split in accordance with agreements between the Superintendents and the time the grant is awarded unless a specific split is provided in the grant. In order to avoid duplication, the Parties will disclose to each other, at the time of application or sooner if practicable, any grant for which they are applying that may impact YES Prep XMS and XHS specifically.

16.6 Contracting.

a) General Contracting. Each Party is responsible for obtaining, contracting with, and paying its own vendors for goods it acquires and services it provides under this Contract.

b) Purchasing and Procurement. Each Party will be subject to the purchasing and procurement laws and requirements applicable to that Party. By means of example, XISD is subject to Chapter 44, Subchapter B for contracts for purchases of goods and services valued at \$50,000 or more. YES Prep is subject to Chapter 44, Subchapter B (and Chapter 2267) only to the extent set forth in its open enrollment charter for the acquisition of construction services valued at \$50,000 or more. Each Party agrees to comply with the purchasing statutes applicable to that Party for the purchases made for YES Prep XMS and XHS.

16.7 Annual Audit. The XISD financial data and transactions for YES Prep XMS and XHS will be included in the XISD annual audit. Direct expenditures for YES Prep XMS and XHS made by YES Prep will not be included in the XISD audit. YES Prep will provide to XISD any records and documentation needed to conduct the XISD audit on a timely basis. XISD will pay the costs for the XISD annual audit and YES Prep will pay for the annual audit for YES Prep. To the extent that a Party desires or Applicable Law requires a separate programmatic or financial audit or other audit of the Program, the Parties will collaborate on conducting the audit, including determining costs, and cooperate on providing information and data that may be needed for such audit.

ARTICLE XVII
INTELLECTUAL PROPERTY MATTERS

17.1 Proprietary Materials. XISD shall own its own intellectual property, including, but not limited to, trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, website design for XISD. YES Prep shall own its own intellectual property, including, without limitation, trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, website design for YES Prep. Materials created exclusively by XISD for YES Prep XMS or XHS shall be XISD proprietary material. Materials created exclusively by YES Prep for YES Prep XMS or XHS shall be YES Prep proprietary material. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party's proprietary materials. Notwithstanding the foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.

17.2 Name. YES Prep owns the intellectual property right and interest to the name "YES Prep." The Parties agree that the names "YES Prep XMS" and "YES Prep XHS" may be used by either Party during the term of the Contract. The Parties agree that after the expiration or termination of this Contract neither Party will use the name "YES Prep XMS" or "YES Prep XHS" for its own individual purposes.

17.3 Mascots. YES Prep will utilize XMS and XHS previously established mascots and name for extracurricular activities and cultural alignment within XISD.

ARTICLE XVIII
INSURANCE / RISK OF LOSS

18.1 Insurance Coverage. Each Party, at its own expense, will maintain its own insurance throughout the term of this Contract. The insurance required under this Contract shall be as follows:

- a) Comprehensive or commercial general liability insurance for not less than \$1,000,000 (combined single limit for bodily injury and property damage per occurrence and in the aggregate). Each Party may elect to carry what other insurance that Party decides is necessary or advisable for its obligations under this Contract. Such insurance will be written to cover claims incurred, discovered, manifested, or made during or after the Term;
- b) Automobile insurance to cover losses for motor vehicle accidents by that Party on the XMS Premises; and
- c) Workers Compensation insurance as may be required by Applicable Law for that Party.

Each Party may elect to carry insurance to insure its own personal property located at the XMS Premises. Neither Party will be responsible for the negligence or liability of the other Party. Either Party may elect to meet its obligations under this Section 18.1 by including the required coverage under an umbrella insurance policy in effect for that Party.

18.2 Evidence of Insurance. The Parties will furnish a certificate of insurance to the other Party evidencing the required coverage within thirty (30) days after the date of this Contract. Thereafter, each Party will provide to the other Party a copy of the certificate for any renewal within thirty (30) days of receipt of same and written notice to the other Party of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.

18.3 Cooperation. The Parties will comply with any information or reporting requirements required by the other Party's insurer(s), to the extent reasonably practicable.

18.4 Insurance Companies; Subrogation. All insurance coverage described in this Article XVIII shall contain a waiver of subrogation. The insurance shall be in companies acceptable to the other Party, and which are authorized to do business in Texas, with an A.M. Best Rating of "A" or better.

ARTICLE XIX SAFETY OF STUDENTS

19.1 Health and Well-Being of Students. Both Parties will use their best efforts to protect the safety and well-being of XISD students enrolled in YES Prep XMS and XHS. In the event that any YES Prep XMS or XHS student is injured, experiences problems with bullying, or otherwise encounters a situation in which the safety or well-being of that student is at issue, both Parties will communicate regarding the incident or situation, take immediate action to obtain help for the student or otherwise assist the student or and work to quickly address any ensuing problems.

ARTICLE XX IMMUNITY AND RELEASE OF PARTIES

20.1 No Waiver of Immunity. Nothing in this Article 20.1 or in this Contract shall be construed to waive any immunity to which either XISD or YES Prep or any employee or member of the governing board is entitled under Applicable Law.

20.2 Mutual Release from Liability. To the extent permitted by Applicable Law, each Party will release the other Party and all of its respective employees, officers, directors, trustees, subcontractors, and agents from any losses, liabilities, damages, and claims that may arise out of, or by reason of, any act or omission of the releasing party under this Contract. This mutual release applies only to the extent that it reiterates existing law and enforces each Party's obligations as may be permitted by law. This mutual release does not and shall not be construed to expand or increase the liability or scope of its liability of either Party. To the extent that this provision purports to create liability or potential liability on the part of either XISD or YES Prep beyond its legal authority or power to incur liability, this Section 20.2 is invalid.

ARTICLE XXI TERM OF THE CONTRACT; TERMINATION

21.1 Term. This Contract shall be for a term of five (5) years commencing on the Effective Date and expiring on the last day of the regular school year for whichever Party has the later end date (after the conclusion of summer session) of 2018 ("Initial Term"). This Contract may be renewed by either Party after the Initial Term for up to four (4) successive five (5) year renewal terms (each a "Renewal Term") provided that (a) the Party exercising the right of renewal provides written notice to the other Party not less than one-hundred eighty (180) days prior to the expiration of the Initial Term or the then current Renewal Term; and (b) the Contract is in full force and effect at the time of the renewal notice and at the time the next Renewal Term is to be effective and neither Party is then in default under the Contract either at the time that renewal notice is given or on the last day of the then-current Initial Term or Renewal Term. The renewal of the Contract beyond the Initial Term and the expiration of any Renewal Term is subject to approval of the XISD Board of Trustees and the YES Prep governing board. As used herein, the term "Term" includes the Initial Term and any and all Renewal Terms. The Term of this Contract is subject to the Termination provisions below.

21.2 Termination.

a) Termination Rights of Both Parties. Either Party may terminate this Contract in the event that:

i. The other Party fails to remedy a breach of this Contract, which includes, but is not limited to the failure of a Party to fulfill any obligation, condition, term, provision, or covenant contained in this Contract within thirty (30) days after written notice by the non-breaching Party of such breach or non-fulfillment, provided, however, that if the breach or non-fulfillment would affect the safety or well-being of students or is not reasonably capable of being cured no such notice and opportunity to cure shall be required; or

ii. XISD has a material reduction that occurs in per-pupil funding available from the State of Texas below the amount for the prior fiscal year. For purposes of this Section 21.2(a)(ii), a material reduction is considered to have occurred if XISD's per-pupil funding and federal entitlement funds is reduced by six percent (6%) or more from the prior fiscal year. In lieu of termination under this Section 21.2(a)(ii), the Parties may elect to reduce the amount to be paid to YES Prep by XISD under Section 16.1 by an equivalent amount of reduction in State and federal entitlement received by XISD.

In the event of termination under this Section 21.2(a), such termination shall be effective, (i) in the case of a termination pursuant to clause 21.2(a)(i) of the foregoing sentence, immediately upon written

notice of such termination by the terminating Party to the other Party; and (ii) in the case of a termination pursuant to clause (ii) of the foregoing sentence, at the end of the fiscal year in which XISD receives notice to the material reduction in funding.

b) Termination by Mutual Written Consent. This Contract may be terminated by mutual consent by both Parties without penalty to either XISD or YES Prep, such termination to be effective at such time, and upon such other terms, as set forth in such written consent.

c) Termination Related to Revocation of Charter. The Board of Trustees of XISD may revoke the campus program charter, in accordance with Texas Education Code Section 12.063 in the event that YES Prep commits a material violation of its charter under this Contract; fails to satisfy generally accepted accounting standards of fiscal management; fails to comply with the requirements of Subchapter C, Chapter 12, Texas Education Code, or other Applicable Law. In the event that XISD believes that the YES Prep XMS or XHS should be placed on probation or the campus program charter revoked under this Section 21.2(c), the XISD Superintendent or designee will investigate any allegations and hold a conference with the YES Prep CEO and governing board to discuss the allegations. If the Superintendent or designee determines that a violation or mismanagement has occurred, YES Prep shall respond to the allegation at the next regularly scheduled XISD Board meeting. The XISD Board of Trustees shall hear the YES Prep presentation and take action, if necessary, to place YES Prep on probation or revoke the campus program charter granted under this Contract. If the XISD Board of Trustees decides to consider revocation of the charter, it shall schedule a public hearing to be held at XMS. XISD's decision to revoke the charter or take other action with respect to the charter under this Contract shall be based on the best interest of XISD students enrolled in YES Prep XMS or YES Prep XHS, the severity of the violation, and any previous violation committed by YES Prep. In the case of revocation of the charter and termination of this Contract under this Section 21.2(c), XISD will notify YES Prep that the charter has been revoked, and this Contract will terminate at the close of the then-current school year.

d) Termination Related to Accreditation Status. This Contract may be terminated by XISD or YES Prep effective July 31st of any year in which the students at YES Prep adversely affected the accountability ratings of XMS such that XMS achieved a campus-wide rating of lower than academically acceptable (or its equivalent under succeeding TEA standards) for two (2) consecutive preceding years. In lieu of termination under this Section 21.2(d), at the end of the second year of an adverse rating for the Program, XISD may place YES Prep XMS or XHS on probation. If YES Prep XMS or XHS fails to improve its rating in the third year after two years of adverse ratings, this Contract shall terminate. In the event of termination under this Section 21.2(d), the Party terminating the Contract shall provide written notice to the other Party on or before thirty (30) days prior to the effective date of termination

e) Termination Upon Loss of Charter. This Contract will terminate immediately upon the assignment of a conservator to or loss of charter of YES Prep or other adverse action taken by the State Board of Education or TEA against YES Prep or XISD under Chapter 39, Subchapters B, C, E, and J.

f) Bankruptcy; Dissolution. This Contract will terminate immediately upon the (i) filing by any party of a voluntary petition in bankruptcy; (ii) adjudication of such party as bankrupt; (iii) the filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment, or composition of, or in respect of such Party under the United States Bankruptcy Code or any other similar state or federal law dealing with creditors' rights generally; (iv) appointment of a receiver, trustee or other similar official of such Party or its property; or (v) the dissolution of its corporate entity.

g) Change in Applicable Law. If any change in Applicable Law that is enacted after the Effective Date could reasonably be expected to have a material adverse effect on the ability of any Party to carry out its obligations under this Contract, including the repeal of authority for the XISD Board of Trustees to grant a campus program charter, such Party, at its election, upon written notice to the other Party (which notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or is effective at a later date), may terminate this Contract or request renegotiation of this Contract. Such renegotiation will be undertaken in good faith. If the Party elects renegotiation and the Parties are unable to renegotiate and agree upon revised terms within one thirty (30) days after such notice of renegotiation, then this Contract will be terminated effective at the end of the school year (including the conclusion of any applicable summer session) in which such notice was given, unless earlier termination is necessary to protect the health, welfare, or safety of students.

h) Termination for Convenience. Either Party may terminate this Contract for convenience without cause or penalty by giving the other Party written notice no later than October 1st of that contract year that the Contract will terminate on the last day of the regular school year which includes any summer session for whichever Party has a later end date in which notice is given.

i) Termination for Non-Appropriation. The obligations for payment by XISD to YES Prep under this Contract constitute a commitment of current revenues only and do not create an impermissible debt. The obligations of YES Prep to expend any public funds for Program costs and expenses likewise constitutes a commitment of current revenues only and does not create an impermissible debt. Either Party may terminate this Contract at the end of the current fiscal year in the Event of Non-appropriation. As used herein, the term "Event of Non- Appropriation" shall mean the failure of either or both the XISD Board of Trustees or the YES Prep governing board to obtain and appropriate funds for this Contract or that Party's obligations under this Contract for the next fiscal year during the Term. In the Event of Non-Appropriation, the non-appropriating Party shall give as much notice as reasonably possible but, in not event, will give less written notice than forty-five (45) days before the end of the then current fiscal year.

21.3 Effect of Termination. In the event of termination under this Contract, the obligations with respect to YES Prep XMS and YES Prep XHS will terminate except that any obligations that are contemplated as surviving termination, including, without limitation, finalizing any reporting requirements for data imposed by TEA, record retention requirements, reimbursement for damaged furniture or equipment, payment owed for time periods prior to termination but not yet paid, and otherwise will survive termination.

ARTICLE XXII GENERAL AND MISCELLANEOUS PROVISIONS

22.1 Entire Agreement. The terms and conditions of this Contract, including the Recitals, Addenda, and Exhibit 1-A, which are incorporated herein, (individually, "Contract Document" and collectively, "Contract Documents") constitute the entire agreement between the Parties with respect to the Campus Charter Program and the subject matter set forth herein and supersede all prior discussions and agreements, whether verbal or written. In the event that any provision of any Contract Document is in conflict with any other Contract Document, the following order of precedent shall apply: (1) the Addenda; (2) the Contract; (3) Exhibit 1-A; and (4) the Recitals.

22.2 Jurisdiction and Venue. Each Party consents and submits to the jurisdiction of the state and federal courts located in the State of Texas for purposes of any action, suit or proceeding arising out of or relating to this Contract and agrees that exclusive venue for any action, suit or proceeding arising out of or relating to this Contract in any court or tribunal other than the administrative agencies of the State of Texas or in the courts of the State of Texas for Harris County or the United States District Court for the Southern District of Texas, Houston Division.

22.3 Governing Law. The laws of the State of Texas, without regard to its conflict of law provisions, will govern this Contract, its construction, and the de termination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this Contract.

22.4 Counterparts, Facsimile Transmissions. This Contract may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.

22.5 Official Notices. All notices and other communications required by the terms of this Contract will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Unless otherwise agreed in writing by the receiving Party, notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested; (ii) reputable overnight carrier, postage prepaid; (iii) facsimile (with confirmation of transmission by sender's facsimile machine); (iv) electronic mail if sent to the email address set forth below; or (v) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given (i) two business or school days after mailing as described in clauses (i) and (ii) above; (ii) on the date of personal delivery; or (iii) on the date of transmission of a facsimile or email if on a business or school day during normal

business hours (or, if not, the next succeeding business day). Unless otherwise agreed in writing by the receiving Party, electronic mail does not constitute official notice under this Contract. The addresses of the Parties are:

For XISD

Superintendent
Address

For YES Prep:

Mark DiBella
CEO
5515 South Loop East
Houston, Texas 77033
Telephone: (713) 967-9000
mark.dibella@yesprep.org

22.6 Assignment. Except as otherwise provided in this Contract, neither Party may assign or delegate any rights or obligations under this Contract without the prior written consent of the other Party.

22.7 Amendment. This Contract will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

22.8 Waiver. No waiver of any provision of this Contract will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Contract, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

22.9 Severability. The Parties intend that each provision hereof constitute a separate agreement between or among them. Accordingly, the provisions hereof are severable and in the event that any provision of this Contract shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the Parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the Parties.

22.10 Successors and Assigns. This Contract will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

22.11 No Third-Party Rights. This Contract is made for the sole benefit of XISD and YES Prep and their respective successors and permitted assigns. Nothing in this Contract will create or be deemed to create a relationship between the Parties to this Contract and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

22.12 Headings and Captions. The headings and captions appearing in this Contract have been included only for convenience and shall not affect or be taken into account in the interpretation of this Contract.

[Signatures appear on the following page]

DRAFT

(Signature page for Campus Program Charter Contract between XXXXX Independent School District and YES Prep Public Schools, Inc. with an effective date of May 1, 2019)

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the date and year first above written.

XXXXX Independent School District
a Texas public independent school district

YES Prep Public Schools, Inc., a Charter holder for a
Texas open enrollment charter school

DRAFT

ADDENDUM A-1

Agreement Regarding Applicable Board Policies

This Addendum A-1 - Agreement Regarding Applicable Board Policies ("Addendum A-1") is a part of and incorporated into the Campus Program Charter Contract ("Contract") by and between the XXXXX Independent School District ("XISD") and YES Prep Public Schools Inc. ("YES Prep") (individually, "Party" and collectively "Parties") with an effective date of XX/XX/XXXX. All capitalized terms not otherwise defined herein shall have the same meanings as such tem1 in the Contract.

This Agreement between the Parties sets forth the XISD Board Policies that will apply to the YES Prep XMS and YES Prep XMS Program during the Term of the Contract.

The XISD Board Policies may be found at XXXX ("XISD Board Policies"): XISD and XISD's participation in the Program is subject to all XISD Board Policies except as expressly set forth otherwise in the Contract. The YES Prep Middle School Program and the students enrolled in YES Prep Middle School are subject to the XISD Board Policies except for those relating to the following:

- Length of the school year under legal policy and Texas Education Code § 25.0811, except that YES Prep shall provide for the YES Prep XMS and YES Prep XHS students to have at least 180 days of instruction each school year
- Class size
- Class schedules
- Homework and make up work
- Retention and promotion
- Homebound instruction
- Juvenile residential facilities
- Student discipline rules and Code of Student Conduct until such time as a student is removed from the YES Prep XMS and YES Prep XHS Program and returned to a non-Program XISD instructional program as set forth more fully in Addendum B
- Curriculum used for the YES Prep XMS and YES Prep XHS students except as required by Applicable Law and as otherwise set forth in the Contract
- Grading policies except as may be required by Applicable Law
- Local grade advancement rules and practices except as may be required by Applicable Law
- Policies and practices on lesson planning

- Personnel policies for YES Prep employees
- Admission policies except as may be required by Applicable Law and as otherwise set forth in the Contract
- Student dress code
- Non-service animals
- Testing other than state-mandated assessments required by Applicable Law
- Student activities
- Bullying except as required by Applicable law
- Local policies on student harassment, discrimination, and retaliation except as required by Applicable Law
- Inten-ogations and searches except as may be required by Applicable Law and except when a student is engaged in non-Program activities
- Student and parent complaint grievances

YES Prep and YES Prep employees are not subject to the XISD Board Policies regarding basic district foundation, local governance, business and support services, personnel, and community and governmental relations, except for building use policies and except as otherwise may be required by Applicable Law or as set forth in the Contract, including this Addendum A- 1.

ADDENDUM A-2

Agreement Regarding Applicable Board Policies

This Addendum A-2 - Agreement Regarding Applicable Board Policies ("Addendum A- 2") is a part of and incorporated into the Campus Program Charter Contract ("Contract") by and between the XXXXX Independent School District ("XISD") and YES Prep Public Schools Inc. ("YES Prep") (individually, "Party" and collectively "Parties") with an effective date of April 22, 2013. All capitalized terms not otherwise defined herein shall have the same meanings as such term in the Contract.

This Agreement between the Parties sets forth the YES Prep Policies that will apply to the YES Prep XMS and YES Prep XHS Program during the Term of the Contract.

YES Prep XMS and YES Prep XHS is subject to all YES Prep academic and instructional policies and practices, student discipline policies, Code of Student Conduct, and other policies except to the extent in conflict with the terms and conditions of the Contract or with Applicable Law. In implementing and operating YES Prep XMS and YES Prep XHS, all purchasing and business operations undertaken by YES Prep for YES Prep's responsibilities under the Contract and governance and approvals required by YES Prep internally will be in conformity with the YES Prep policies and procedures. The YES Prep XMS and YES Prep XHS Program and the students enrolled in YES Prep XMS and YES Prep XHS. are subject to the XISD Board Policies to the extent set forth in Addendum A-1 and as otherwise may be set forth in the Contract.

ADDENDUM A-3

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EXHIBIT I-A
XXXXXX AND YES PREP AGREEMENT FOR BUILDING SPACE

Classrooms: Starting in June 2019, YPXMS will have 10 dedicated classrooms located inside XMS. By the end of June 2021, YPXMS will have access to 20 classrooms located inside YPXMS. The interior classrooms include the following rooms: [1, 2, 3, etc.]

Office Space: Starting in July 2021, YPXMS will be at full scale and will include grades 6-8. At that time, YPH will have 4 dedicated office spaces. Starting in June 2019, YPH will occupy [specify office locations].

Storage Space: Starting in June 2019, YPXMS will have 1 storage space area dedicated to YPXMS.

Workroom: YPH and XMS will share the workroom, which will be located in [Room #]. YES Prep will provide copier machines and equipment for use by the YPXMS staff. XMS will provide copy machines and equipment for use by the XMS staffs. The staff will share the lounge and work space area.

Shared Space: See Article VIII.

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ADDENDUM B
XXXXX ISD and YES Prep's Agreement Regarding Student Discipline

This Addendum B - Agreement Regarding Student Discipline ("Agreement") is a part of and incorporated into the Campus Program Charter Contract ("Contract") by and between the XXXXX Independent School District ("XISD") and YES Prep Public Schools ("YES Prep") (individually, "Party" and collectively "Parties") with an effective date of May 1, 2019. All capitalized terms not otherwise defined herein shall have the same meanings as such term in the Contract.

This Agreement between the Parties sets forth the behavioral expectations and disciplinary consequences for students enrolled in YES Prep Middle School during the Term of the Contract. The term "resident student" means a student who resides within the boundaries of XISD.

I. Student Code of Conduct

- A. XISD will implement the XISD Student Code of Conduct for students attending District Middle School ("XMS") who are not enrolled in YES Prep Middle School.
- B. YES Prep will implement the YES Prep Student Code of Conduct for students enrolled in YES Prep Middle School.
- C. If a YES Prep Middle School student attends an XISD classroom and/or participates in one or more extracurricular activities of the XISD, XISD staff will refer instances of misbehavior by the student to YES Prep staff for response. XISD staff will provide relevant information to YES Prep staff to assist with investigation of the misbehavior.
- D. If a YES Prep Middle School student is suspended from school by YES Prep staff and the student is in XISD classes, the YES Prep staff will inform the XISD campus staff of the number of days the student has to make up work upon his or her return.

II. YES Prep Behavior System -RISE

- A. YES Prep Middle School may implement its behavior system - RISE - when YES Prep Middle School staff determines it is appropriate for a YES Prep Middle School student.
- B. YES Prep Middle School staff will provide information and training on RISE to XISD campus staff.
- C. If a YES Prep Middle School student in the RISE program attends an XISD class and/or participates in one or more extracurricular activities of XISD, XISD campus staff will require the YES Prep Middle School student to follow RISE requirements in their classrooms and activities to the extent it is feasible to do so.

III. Dismissal from YES Prep Middle School

- A. The Parties understand and agree that under the YES Prep Student Code of Conduct, students can be dismissed from the YES Prep Middle School Program.
- B. If the YES Prep Middle School staff makes a determination to dismiss a resident student from the YES Prep Middle School Program, YES Prep Middle School staff will inform the resident student's XISD home campus staff within two business days and provide all documents and information regarding the behavior and dismissal to the XISD home campus staff.
- C. The resident student who has been dismissed from YES Prep Middle School will return to his or her home campus in XISD, which may include XMS, to continue his or her education.
- D. If a student who is dismissed from YES Prep Middle School is not a resident of XISD, the student will return to his or her home district.
- E. Any appeal to the YES Prep Board of Trustees of the determination by the YES Prep Middle School staff that a student is dismissed from the YES Prep Middle School Program will follow the YES Prep appeal process. During the pendency of such an appeal, the student will be returned to his or her XISD home campus, or to the home school district for a non-resident student.
- F. The administration on the XISD home campus of a resident student who has been dismissed from YES Prep Middle School has the discretion to apply the XISD Student Code of Conduct and assign such disciplinary consequences for the misbehavior leading to dismissal from YES Prep Middle School as may be appropriate under XISD's Student Code of Conduct, regardless of any appeal of the dismissal determination to the YES Prep Board of Trustees. Any timelines in XISD's Student Code of Conduct applicable to the misbehavior and/or disciplinary consequence begin the next business day after the campus is notified of the determination by the YES Prep Middle School staff that the resident student is dismissed from YES Prep Middle School Program.

IV. Expulsion and Removal to a Disciplinary Alternative Education Program

- A. If a YES Prep Middle School student is accused of an offense for which the consequence under the Texas Education Code is or may be expulsion, or is or may be removal to a disciplinary alternative education program ("DAEP"), the YES Prep Middle School staff will investigate and follow YES Prep procedures as appropriate to determine if the student will be expelled from YES Prep Middle School because of a violation of Texas Education Code Sections 37.006(a), (b), (c), (d) or (f); Section 37.007(a), (b), (c), (d), (e), (f), (i); Section 37.081; and/or Section 37.019.
- B. Any appeal to the YES Prep Board of Trustees of the determination by the YES Prep Middle School staff that a student is expelled from the YES Prep Middle School Program will follow the YES Prep appeal process. During the pendency of such an appeal, the student will be returned to his or her XISD home campus, or to the home school district for a non-resident student.

- C. If a determination is made by YES Prep Middle School staff that a resident student should be expelled from the YES Prep Middle School Program because of such misbehavior, the YES Prep Middle School staff will contact the resident student's XISD home campus staff within one business day of this determination and provide all documents and information about the behavior. XISD campus staff of the resident student's home campus may apply any disciplinary consequence allowable under the XISD's Student Code of Conduct, including long-term DAEP placement or expulsion, regardless of any appeal of the expulsion determination to the YES Prep Board of Trustees. All timelines and procedures in the Texas Education Code and XISD's Student Code of Conduct applicable to the misbehavior and/or disciplinary consequence will begin the next business day after notice to XISD campus staff by YES Prep Middle School staff that the student has been expelled from YES Prep Middle School. All appeals of XISD staff recommendations for expulsion or DAEP placement will follow the XISD appeal process. The student may be placed in in-school suspension or other disciplinary setting pending the outcome of XISD's investigation and action regarding the misbehavior.
- D. If a student who is not a resident of XISD is expelled from YES Prep Middle School, the student will return to his or her home district.
- E. XISD staff and YES Prep Middle School staff will cooperate and collaborate with each other regarding the investigation of student misbehavior and student or parent appeals of disciplinary consequences including, but not limited to, providing testimony and information during appeal conferences and/or hearings.

V. Information to Parents

- A. YES Prep Middle School will provide information to parents of prospective students regarding the use of the YES Prep Student Code of Conduct for YES Prep Middle School students.
- B. YES Prep Middle School will provide information to parents of prospective students regarding the following:
 - 1. YES Prep Middle School students may receive different disciplinary consequences than other students on the campus.
 - 2. Students dismissed from YES Prep Middle School will return to their home campus and may be subject to further disciplinary consequences under the XISD's Student Code of Conduct at the discretion of the administration of the student's home campus.
 - 3. Students expelled from YES Prep Middle School due to misbehavior prohibited by Texas Education Code Sections 37.006(a), (b), (c), (d), (f); 37.007(a), (b), (c), (d), (e), (f), (i); 37.0081; and 37.019 will return to their home campus and be subject to discipline under the XISD's Student Code of Conduct including expulsion and DAEP placement. If the student is not a resident of XISD, he or she will be returned to the student's home district and all disciplinary and behavior records will be transmitted to the home school district.