

# International American Education Federation, Inc., d/b/a International Leadership of Texas

## September 18, 2019 Regular Meeting

#### **Date and Time**

Wednesday September 18, 2019 at 6:15 PM CDT

#### Location

1820 N. Glenville Drive, Suite 100, Richardson, TX 75081

## **Meeting Notice & Mission Statement**

In compliance with the Texas Open Meetings Act, the Texas Government Code, Chapter 551, timely public advance written notice (at least 72 hours before the scheduled time of the meeting) is given of the subjects the Board of Directors of International Leadership of Texas (the "Board"), and the Board will convene a Regular Open Meeting of the Board of Directors of International Leadership of Texas on the date and time and location set forth herein. It is the intent of the Board to have a quorum physically present at the above address. Board members not physically present may participate by live two-way video and audio feed in accordance with the Texas Open Meetings Act. If a quorum of the Board cannot be physically present at the above address, it is the intent to have the presiding officer physically present at the above address. The Board hereby certifies that this notice was posted on a bulletin board or on something akin thereto or at a place readily accessible and convenient to the public at 1820 N. Glenville Dr., #100, Richardson, TX 75081, as well as online at www.ILTexas.org. The items on this Agenda may be taken in any order. The mission of ILTexas is to prepare students for exceptional leadership roles in the international community by emphasizing servant leadership, mastering the English, Spanish, and Chinese languages, and strengthening the mind, body and character.

/s/ Finn Simmensen, For ILTexas' Board

Agenda
Purpose Presenter Time

I. Opening Items
A. Record Attendance and Guests
B. Call the Meeting to Order
C. Approve Minutes of August 21, 2019 Regular Meeting

Approve Minutes

Approve Minutes

II. Public Speakers 06:15 PM

**A.** Guests who spoke, if any

FYI

III. Report and Information Items

06:15 PM

A. CHIEF ACADEMIC OFFICER REPORT

FYI

Dr. Laura Carrasco-Navarrete

**B.** CHIEF ADMINISTRATIVE OFFICER REPORT

FYI

Jerry McCreight

C. SCHOOL LEADERSHIP REPORT

FYI

Dr. Thomas Seaberry

D. SUPERINTENDENT-CEO REPORT

FYI

**Eddie Conger** 

### IV. Board Action Items on the Consent Agenda

06:15 PM

A. CONSENT AGENDA FOR VOTE

Vote

Eddie Conger

Consent Item B: Consider/Act on expenditure items individually exceeding \$100,000

Consent Item C: Consider/Act on amendment of Extended Sick Leave Policy

The vote on this Consent Agenda item applies to all of the items listed immediately below, beginning with item B, except any item as to which a separate vote is recorded hereinbelow or as to which remarks are recorded here removing that item from the Consent Agenda.

B. CONSIDER/ACT ON EXPENDITURE ITEMS

Vote

Ronald Kuehler

**EXCEEDING \$100,000** 

Discuss/take possible action to approve expenditure items which individually exceed \$100,000:

- 1. Edmentum/Study Island, academic content licenses and training services, up to \$120,000
- 2. Abilities Therapy, Special Education-related services, up to \$200,000
- 3. SHC Special-Education-related services, up to \$150,000

C. CONSIDER/ACT ON AMENDMENT OF EXTENDED SICK LEAVE POLICY

Vote

Jerry McCreight

### Discuss/Act:

- 1. To amend ILTexas Policy Group 4, Module 4.13.2, Extended Sick Leave to delete the requirement of at least one year of employment with ILTexas to qualify for the Extended Sick Leave benefit; and
- 2. To amend the 2019-2020 ILTexas Employee Handbook to conform with said amended policy.

## V. Board Action Items for Separate Consideration

06:15 PM

A. CONSIDER/ACT ON AUGUST, 2019 FINANCIAL REPORT

Vote

Ronald Kuehler

Discuss/Act to approve the Financial Report for the month of August, 2019.

B. CONSIDER/ACT ON RESIGNATIONS FROM

Vote

**Eddie Conger** 

AND APPOINTMENTS TO THE BOARD OF **DIRECTORS** 

Discuss/take possible action to accept a resignation from this Board of Directors and to appoint a new Member to this Board.

VI. Executive Session 06:15 PM

A. AUTHORIZATION

FYI

Closed Session for Any and All Reasons Permissible by Texas Law, including, but not limited to, Texas Government Code Sections 551.071, 551.072, 551.073, 551.074, 551.075, 551.076, 551.082, 551.083, 551.084, pertaining to any item listed on this agenda, as permitted by applicable law.

## VII. Action Items After Executive Session

VIII. Closing Items 06:15 PM Vote

A. Adjourn Meeting

## **Cover Sheet**

## Approve Minutes of August 21, 2019 Regular Meeting

Section: I. Opening Items

Item: C. Approve Minutes of August 21, 2019 Regular Meeting

Purpose: Approve Minutes

Submitted by: Related Material:

2019\_08\_21\_board\_meeting\_minutes (finalized draft for Board approval).pdf



# International American Education Federation, Inc., d/b/a International Leadership of Texas

## **Minutes**

August 21, 2019 Regular Meeting

#### **Date and Time**

Wednesday August 21, 2019 at 6:15 PM

#### Location

1820 N. Glenville Drive, Suite 100, Richardson, TX 75081

## **Meeting Notice & Mission Statement**

In compliance with the Texas Open Meetings Act, the Texas Government Code, Chapter 551, timely public advance written notice (at least 72 hours before the scheduled time of the meeting) is given of the subjects the Board of Directors of International Leadership of Texas (the "Board"), and the Board will convene a Regular Open Meeting of the Board of Directors of International Leadership of Texas on the date and time and location set forth herein. It is the intent of the Board to have a quorum physically present at the above address. Board members not physically present may participate by live two-way video and audio feed in accordance with the Texas Open Meetings Act. If a quorum of the Board cannot be physically present at the above address, it is the intent to have the presiding officer physically present at the above address. The Board hereby certifies that this notice was posted on a bulletin board or on something akin thereto or at a place readily accessible and convenient to the public at 1820 N. Glenville Dr., #100, Richardson, TX 75081, as well as online at www.ILTexas.org. The items on this Agenda may be taken in any order. The mission of ILTexas is to prepare students for exceptional leadership roles in the international community by emphasizing servant leadership, mastering the English, Spanish, and Chinese languages, and strengthening the mind, body and character.

/s/ Finn Simmensen, For ILTexas' Board

### **Directors Present**

Dr. Edwin Flores, Dr. Lynne Beach, Major General James Williams (remote), Peter Gudmundsson, Soner Tarim (remote), Tracy Cox

#### **Directors Absent**

None

### **Guests Present**

## I. Opening Items

#### A. Record Attendance and Guests

### B. Call the Meeting to Order

Dr. Edwin Flores called a meeting of the board of directors of International American Education Federation, Inc., d/b/a International Leadership of Texas to order on Wednesday Aug 21, 2019 @ 6:15 PM at 1820 N. Glenville Drive, Suite 100, Richardson, TX 75081.

## C. Approve Minutes of July 31, 2019 Regular Meeting

approved unanimously

Mr. Peter Gudmundsson moved to approve the July 31, 2019 Minutes.

Mr. Tracy Cox seconded the motion.

The Board voted unanimously to approve the Minutes.

## II. Public Speakers

### A. Guests who spoke, if any

There were no members of the public appearing to speak.

## III. Report and Information Items

#### A. CHIEF ACADEMIC OFFICER REPORT

Chief Academic Officer Dr. Laura Carrasco-Navarrete reported to the Board.

Deputy Superintendent Dr. Thomas Seaberry assisted in the report.

## **B. CHIEF ADMINISTRATIVE OFFICER REPORT**

Chief Administrative Officer Jerry McCreight reported to the Board.

Mr. McCreight discussed the Personnel Report.

Deputy Superintendent Dr. Thomas Seaberry assisted in the report.

## C. SUPERINTENDENT-CEO REPORT

Superintendent Eddie Conger introduced attorney Karen Johnson (additional outside counsel) to the Board.

Mr. Conger reported enrollment statistics.

Mr. Conger invited CAO Dr. Laura Carrasco-Navarrete to report to the Board.

Mr. Conger invited Chief Administrative Officer Jerry McCreight to report to the Board.

Mr. Conger invited Chief Growth Officer Dr. Alan Seay to report to the Board. Dr. Seay reported on selection of architectural and building teams for the potential new campus in DeSoto, TX, briefly introducing Josh Hill of JS Waltz Construction LLC to the Board.

Mr. Conger briefed the Board on the Speakers Series. Chief of Staff Aaron Thorson assisted in the report.

#### IV. Board Action Items: Consent Agenda

### A. CONSENT AGENDA FOR VOTE

Consent Item 3, C2M, was pulled from the Consent Agenda at administration's request.

Dr. Lynne Beach moved to approve the Consent Agenda so modified.

Mr. Peter Gudmundsson seconded the motion.

The Board voted unanimously to approve the Consent Agenda as modified.

## B. (CONSENT ITEM B) CONSIDER/ACT ON EXPENDITURE ITEMS INDIVIDUALLY EXCEEDING \$100,000

## C. (CONSENT ITEM C) CONSIDER/ACT ON EMPLOYEE HANDBOOK REVISION RE ALLOWED HAIR COLORS

#### V. Board Action Items for Separate Consideration

## A. CONSIDER/ACT ON EXPENDITURE, UP TO \$350,000.00, LANCASTER-DESOTO HS RENOVATION

At Mr. Conger's invitation, Dr. Alan Seay briefed the Board on the proposed renovation.

Mr. Tracy Cox moved to approve the renovation.

Dr. Soner Tarim seconded the motion.

The Board voted unanimously to approve the renovation.

Dr. Tarim's audiovisual reception was determined to be unreliable.

Five Members being in attendance, a quorum continued to be present.

## **B. CONSIDER/ACT ON HOUSTON AREA OFFICE LEASE**

Superintendent-CEO Eddie Conger and Chief Academic Officer Jerry McCreight briefed the Board on the proposed authorization to negotiate and enter into the lease.

Dr. Lynne Beach moved to approve the proposed authorization.

Mr. Peter Gudmundsson seconded the motion.

The Board voted unanimously to approve the authorization.

Dr. Soner Tarim participated and voted, the audiovisual network impediments having been resolved.

## C. CONSIDER/ACT ON JULY, 2019 FINANCIAL REPORT

CFO Mr. Ronald Kuehler delivered the July, 2019 Financial Report.

Superintendent-CEO Conger and Deputy Superintendent Seaberry and Chief Thorson assisted in briefing the Board on enrollment-related aspects of the Report.

Mr. Tracy Cox moved to approve the Report.

Mr. Peter Gudmundsson seconded the motion.

The Board voted unanimously to approve the July, 2019 Financial Report.

## VI. Executive Session

## A. AUTHORIZATION

The Board entered Executive Session (Closed Session) at 7:17 p.m.

The Board returned to Open Session at 8:04 p.m., having made no decisions and taken no votes.

## B. DISCUSS REAL ESTATE MATTER -- DESOTO PROPERTY FOR POTENTIAL NEW CAMPUS

## VII. Action Items After Executive Session

## A. CONSIDER/ACT ON PURCHASE OF REAL PROPERTY SITUATED IN DESOTO, TEXAS

Mr. Tracy Cox moved to approve the purchase.

Mr. Peter Gudmundsson seconded the motion.

The board voted to approve the motion, Mr. Flores abstaining.

## B. CONSIDER/ACT ON CMAR AGREEMENT WITH WALTZ CONSTRUCTION, LLC FOR DESOTO SCHOOL CONSTRUCTION

Dr. Lynne Beach moved to approve the proposed authorization.

Mr. Tracy Cox seconded the motion.

The Board voted unanimously to approve the authorization.

## VIII. Closing Items

## A. Adjourn Meeting

Peter Gudmundsson moved to adjourn the Meeting.

Dr. Lynne Beach seconded the motion.

The Board voted unanimously to adjourn.

Adjourned at 8:06 p.m.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:15 PM.

Respectfully Submitted,

Finn Simmensen

## **Cover Sheet**

## CHIEF ACADEMIC OFFICER REPORT

Section: III. Report and Information Items

Item: A. CHIEF ACADEMIC OFFICER REPORT

Purpose: FYI

Submitted by:

Related Material: 1 CAO Board Report Sept 18 2019 pdf from dr C.pdf

2 Instructional Focus and Academic Non-Negotiables 2019-2020.pdf

3 Data Day Agenda, End of Cycle 1-Sept 2019.pdf

# ILTexas CAO Board Report

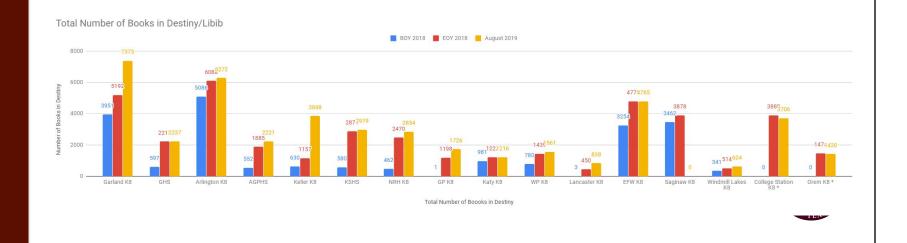
Sept. 18, 2019 Presented by Dr. Laura Carrasco



# Library Report-Number of Books

111% increase compared to 2018-2019

Shoutout to College Station K8 & Orem K8 for collecting over 5,000 combined books their first year!



# **Technology Tuesday Updates**

Emails being sent with optional ways to use technology. Media specialists are being trained during PLCs.

During Media Specialist PLC's we have covered:

- \*Lightspeed Classroom-Platform for classroom management with classroom
- \*Seesaw-Language Acquisition Portfolio
- \*Peardeck-Whole group interactive presentation software
- \*Digital Citizenship-Digital Citizenship week October 14th-October 18th

# Updates for the 2019-2020 school year

STAAR interim assessments for math and reading language arts (RLA) will continue to be available, but in order to ensure interims will continue to reflect the summative STAAR for reading language arts, there will be only one opportunity available for grades 3 through 8 reading and Spanish grades 3 through 5 reading during the 2019–2020 school year.

This is because only overlap standards will be assessed in grades 3 through 8 at this time.



# Updates for the 2019-2020 school year

Refreshable braille and content and language supports in Spanish for the Spanish tests will now be available.

Districts can register students in the Texas Assessment Management System in the Online Reporting Suite.



# Updates for the 2019-2020 school year

STAAR interim assessments include:

Refreshable Braille	reading, grade 8 social studies, English I, English II, U.S. History
Content and Language Supports	available for all English and Spanish assessments



# ILTexas Core & Enrichment Branch Updates

Instruction and Innovative Practices

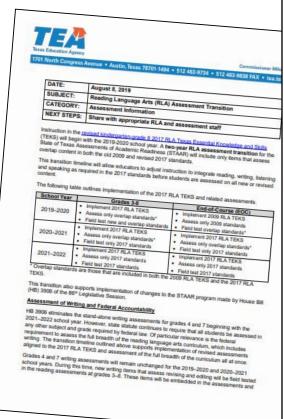
- RLA
- Math
- Science
- Social Studies
- Spanish

- Chinese
- Fine Arts
- CTE
- AA/GT
- EL



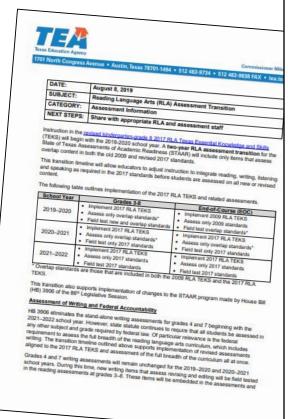
# Important Changes in RLA

- Reading Language Arts Assessment Transition
  - New TEKS instruction begins 2019-2020 school year for Grades K-8
  - Grades 3-8; 2 year transition for testing
    - 2019-2020 Grades 3-8
      - Assess only overlap standards
      - Field test new and overlap standards
    - 2020-2021 Grades 3-8
      - Assess only overlap standards
      - Field test only 2017 standards



# Important Changes in RLA

- Grades 4 and 7 writing assessments will remain unchanged for the 2019–2020 and 2020–2021
- New writing items that assess revising and editing will be field tested in the reading assessments at grades 3–8
- These items will be embedded in the assessments and will have no accountability measure
- TEA will provide examples of writing items for grades 3, 5, 6 and 8 to assist with instruction





## **We Write Training**

DFW only - Oct. 3&4 - All 3rd and 4th grade RLA/SLA teachers, instructional coaches, an AP's over 3-5 (AP's-Oct. 3, 8:30-10:30 HQ3)

## **Raz Kids**

All Kinder - 5th grade teachers are uploaded and ready to go!

## **New Textbook Adoption**

Be looking for an email from Carla Bennett, RLA Director, soon regarding nominations for textbook selection committee (K-12).



## **New RLA TEKS Trainings**

## Exploring the New ELAR TEKS Through the TRS Lens (Reg 10)

https://txr10.escworks.net/catalog/session.aspx?session\_id=2624676

## Analyzing the New ELAR TEKS for Teachers (Reg 10)

https://txr10.escworks.net/catalog/session.aspx?session\_id=2624414

New ELAR TEKS 6-8: Designing Integrated Lessons (Reg 4)

https://www.escweb.net/tx\_esc\_04/catalog/session.aspx?session\_id=1464039

Creating Connections Through Multi-Genre Units Gr 3-8 (Reg 4)

https://www.escweb.net/tx\_esc\_04/catalog/session.aspx?session\_id=1464043

# **ILTexas Math Updates**

- All K-12 students rostered into <u>Imagine Math</u> with common login similar to iStations.
- All K-8 students rostered into <u>Imagine Math Facts</u> with the same login.
- 4th-7th Grade <u>Multiplication Fluency Inventory</u> planned for October this year to assess what students need the most support.
- 3rd Grade <u>Multiplication Fluency Inventory</u> to start again in December and continue monthly.





# **Science Updates**

Science safety courses are available on TEA webpage for all grade level bands.

**TEA Science Safety** 







## **SCIENCE NEWS**

Our Science Fair window will open Oct 14th, 2019 and close Jan 10th, 2020. Science fair can (and should) be conducted within an 8 week time period.

Information will be shared next week with grade levels, along with judging rubrics, and criteria on how to qualify for regional competition.

Science Fair Timeline



## International Leadership of Texas ILTexas Science Rocks!!

#### Science Fair Sample Timeline

#### Week 1

- · Students choose projects and/or turn in project approval form
- Send home parent letter
- · Students develop hypothesis

#### Week 2

- Students receive journal and calendar
- · Students begin project research
- · Students return 2nd page of parent letter
- · Students finalize hypothesis

#### Week 3

- · Students start gathering materials
- · Students map out procedure
- · Students begin experiments

#### Week 4

Students continue experiments/trials

#### Week 5

- · Students continue experiments/trials
- · Students start analyzing results
- · Students begin planning display board

#### Week 6

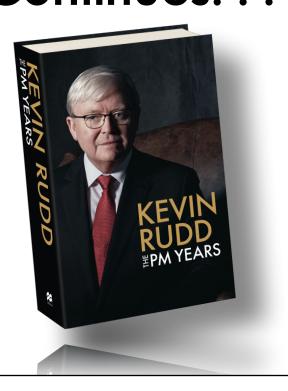
- Students complete experiments/trials
- Students finalize results/conclusion
- · Students finish display board

#### Week 7/8

- Students write final conclusion
- · Project due
- Science Fair Judging/Competition/Exhibition



# Leadership Speaker Series Continues. . . The former Prime Minister



The former Prime Minister of Australia Kevin Rudd will be meeting with our Students on Friday, September 20th, and the entire interview will be broadcast LIVE to each High School campus.

4 ILTexas Students will be traveling to meet with Prime Minister Rudd in NYC. They will interview him, and ask the questions generated from our student body.

# Leadership Speaker Series Continues. . .



Gen. Charles Q. Brown Jr. is the Commander, Pacific Air Forces; Air Component Commander for U.S. Indo-Pacific Command; and Executive Director, Pacific Air Combat Operations Staff, Joint Base Pearl Harbor-Hickam, Hawaii will speak on September 27th at Garland High School Campus.

4 ILTexas Students will interview him, and ask questions generated from our student body. This will be broadcast LIVE to all our ILTexas High School Campuses!

# Social Studies Updates

- All SS TEKS have been streamlined by TEA-
  - -Secondary (6-12) implemented this year, elementary (K-5) next year '20-'21
  - -All Secondary ECA's will be rewritten this year to meet new TEKS.
  - -K-1 Performance Assessments continue to be administered for all units. Data due in Aware the end of each cycle; data sheets into K1 PA team drive.

## Other updates:

- Constitution Day (Sept. 17th)/Celebrate Freedom Week- Mandated state observance in all SS classes
- National Geography Bee- All campuses have identified their campus Bee Coordinators. Each campus to hold campus Bee in January.

## **Social Studies**

## Coming Soon!

- November 11 is Veterans Day!
   Begin planning your campus assemblies NOW!...
- National Council for Social Studies is coming to Austin, Texas in November! Encourage your teachers to attend!
- **OBSP** topics/details for K-12 due **Nov. 11th** at 5 pm!



## **Social Studies**

Social Studies & OBSP/ Julie Russell	Others Before Self Project- All GLA's have been trained on the new 2019-2020 OBSP Guidelines and Timeline at both DFW and Houston/CS GLA meetings. A follow up zoom training was conducted on Aug. 30 for K-8 and then again on 9/20 for HS.
Social Studies & OBSP/ Julie Russell	Intercultural Committee-campus leads have been trained on expectations regarding significant holidays/events that must be observed this school year. Expectations were shared. Follow up trainings will be scheduled.
Social Studies & OBSP/ Julie Russell	Road Scholar Trips-planning is underway for the 2020 7th & 8th grade Road Scholar trips. Campus expectations and responsibilities will be outlined at an upcoming zoom training on 9/19, followed by a scheduled parent meeting on 10/3.



# **DLI Implementation**

- <u>DLI 2019-2020 Priorities</u>
  - 1) Target Language 2)Whole school approach 3) Feedback Glows and Grows
- Reading and Writer's <u>workshops</u> offered from September February.
  - Targeting new and/or uncertified Spanish K-5 teachers. Teachers can attend both at \$20/hour
- Reminder: Grades and Spanish proficiency (ACTFL) is required reporting in Skyward each 6 weeks.
- Reminder: Campus IC and administrators should be present during VIDA classroom modeling and debriefs. Houston should Zoom Fletes in for admin debrief at the end of day. Join URL: https://zoom.us/j/557784127
- OY DLI memos and must knows for how to support and fully implementation.
   DLI program

# **Secondary Spanish**

- TFLA Conference Texas Foreign
   Language Association (for teachers to attend -funded by the campus). Optional training
  - Oc. 17-19 Houston, Texas
- Region X LOTE training for administrators -
- Reminder: Grades and Spanish proficiency (ACTFL) is required reporting in Skyward each 6 weeks.
- All teachers are required to assign 1-oral and 1-written assignments in SeeSaw by Sept. 30

## Chinese FLES & Chinese LOTE

- 1. Chinese PD: All K-12 Chinese teachers have been trained on
  - Inputting ACTFL Chinese proficiency in Skyward & using rubrics to grade cycle 1 common performance assessments
  - Utilizing Seesaw (e-portfolio) to record students work serving as evidence of language proficiency



## Chinese FLES & Chinese LOTE

- **2. Chinese Mid-Autumn Festival: Sept. 13, 2019** (This holiday will be celebrated in all Chinese classes this week.)
- 3. College Board Site Visit to DFW: Oct. 3-4 (selected campuses)

Agenda:

https://drive.google.com/open?id=1lW10Km6X6Wv2\_N9im\_uojMqrl\_G3KH 9Gpnw\_dUizWC4

# Trilingual Department \*Morning Announcements

Be On Time. Se puntual. 守(shōu)时(shi)

Be Responsible. Se responsable. 负(向)责(zé)

Be Respectful. Se respetuoso. 尊(zūn)重(zbong)他(xī)人(rēn)

Let's have a great day! ¡Tengamos un lindo día! 迎(ying)接(jiē)美(mēi)好(hāo)的(do)一(yi)天(tiān)! Everyday! ¡Todos los días! 每(mēi)一(yì)天(tiān)

To be the best you can be! ¡Para ser lo mejor que puedas ser! 尽(jin)全(quán)力(ji)

To everyone in what you say and what you do! ¡Con todos en todo lo que tú digas y hagas! 所(suò)言(yán)所(suò)行(xing), 对(duì)所(suò)有(yòu)人(rén)

\*\*NEW short weekly video of the EOW and AWW\*\*



# Trilingual Department

\*Trilingual Labels - Classrooms, public areas and offices should be labeled by the end of September.

\*Trilingual Labels: All *building labels* shall be placed under the door name plate. All *classroom labels* shall be placed throughout the classroom. Please click <u>THIS LINK</u> for the Google folder with guidelines and placement suggestions.



# Intercultural Department

## **Intercultural Committee Presentation:**

https://docs.google.com/presentation/d/15r8MwFjDy4b-bK7CJiymS4M1JZp\_y2ET6rWsXbQ2nvY/edit?usp=sharing

## Hispanic Heritage Month - Mes de Herencia Hispana

Sept 15-Oct. 15

2019 Theme: LINK

- Spanish: "Una historia de servicio para nuestra nación"
- English: "A History of Serving our Nation"
- Learning targets, ideas, resources and more!



## **Advanced Academics**

- College Board has several online resources to help campuses implement the NEW AP processes and resources.
- Remember, there is now a Nov. 15 AP exam order deadline. AP exam campus registration window, Oct. 7 - Nov. 1. Registration training scheduled for Sept. 23.
- Teachers can access resources on the <u>R10 AP</u> <u>Network</u> Google site



# College Prep English and Math Courses

Website:

gg.gg/collegeprep





## **EL Department**

- Sept. 11, 2019 Deadline for EL Identification (for students who enrolled by/on Aug. 15
- Each teacher must have the BOY Accommodations Checklist completed for each EL (accommodations are to be used routinely in instruction)
- <u>EL Department Professional Learning 2019-20 and Campus Support</u>
- All PD and campus support is targeted and comprehensive and focuses on Sheltered Instruction (Comprehensible Input, Student Engagement, Oral Language Proficiency, Academic Language Development)



# **EL Department**

- <u>Region 10 Resources and Ideas</u> to assist campuses in meeting the ESSA Title III, Part A **Parental**, **Family**, and **Community** Engagement activity requirements
- Keep documentation for each event (sign-in, agenda, presentation, etc. in LPAC binder)
- ESSA Title III, Part A requires that each campus provides and documents outreach to English learners' parents, families, and communities
- Will continue to share Region 10 updates and newsletters





# Fine Arts Updates

# Fine Arts Department is getting involved at the region, state, and international level!

Fine Art teachers have options to participate in competitions this year.

- UIL Music Contest for middle school/high school band, orchestra, choir
  - All-Region events for middle school/high school band, orchestra, choir
    - UIL Music Memory 2-8th grade
    - Theater One Act Play for high school
    - Art- Visual Art Scholastic Event for K-12
  - Dance contest that corresponds with ILTexas curriculum for high school
  - Guitar contest that corresponds with ILTexas curriculum for high school
     All events are OPTIONAL



### SAVE THE DATE!!!!!

Fine Arts Charter Invitational
April 13, 2020
Houston TBD
DFW TBD
More info to come..









# Professional Development Updates

- Campus Based CPE Approver Timeline
- Compliance Courses
- October 15th
  - Agenda, PBIS Focus TVB/ Real Time Coaching



# Road Scholars Updates

Lead: Frank Miller (committee: Russell, Neuschwander, Harrod, EF Tours Rep)

K-8 Principals (and 6-8 APs)

Save the date for a Road Scholars meeting (zoom) for Road Scholars updates.

Date 9/19 from 1-2pm, Audience: principals and middle school APs. zoom link has been added to the focus of effort.

Parent meeting date" 10/3.

5:00-6pm 7th grade parents

7-8pm 8th grade parents.

Parents will be invited to your campus to learn more about Road Scholars trips- via a districtwide zoom (hosted on your campus). Thus, a hybrid- face to face/zoom meeting. Details to be shared on 9/19.

We'll record parent zoom it for anyone not able to attend. Parents will have the option to zoom from home as well.

# End of Cycle 1 Data Day 9/23

## End of Cycle 1, Award Ceremonies

**Click Here for Awards Templates - Resources** 

Thank you! ¡Gracias! XieXie!



#### 2019-2020 ILTexas Instructional Focus and Academic Non-Negotiables



Preparing students for exceptional leadership roles in the international community by emphasizing servant leadership, mastering the English, Spanish and Chinese languages, and strengthening the body, mind and character via high quality, uniform and unified curriculum, instruction, professional development, assessments and extracurricular activities/enrichment. For 19-20, top focus will continue to be on student growth (100% of kids will make at least a full

year's progress towards academic, language and fitness goals). Our 19-20 Super Lever to help with our focus= Data Driven Instruction (DDI). ILTexas has earned an 85% (B) as a district on our State Accountability System. 19-20

#### Target= A

The district Focus of Effort document can be found **HERE** and access the

Master Roster of Roles: **HERE** 

Focus	Action Plan / District Commitment & Resources
Curriculum & Instruction	ILTexas Curriculum (state required) for all content areas is the:  * Texas Essential Knowledge and Skills (TEKS) &  * English Language Proficiency Standards (ELPS), which ILTexas applies to Spanish (SLPS) and Chinese (CLPS) as well.
	Math, Science, Reading Language Arts & Social Studies teachers will use the TEKS Resource System (TEKS RS: TEKS RS Components) as the primary resource for:  * The ILTexas Scope and sequence/ Year at a Glance (YAG)  * Each TEKS RS Unit has an Instructional Focus Document (IFD), that delineates and unpacks the TEKS.  Teachers must plan from the IFD- Need to master the content they teach before they teach it.  *Each ILTexas department (six core, fine arts, CTE) manages a Team Drive (on the ILTexas Google Suite) with resources and district developed lesson plans for all grades.
	ILTexas Trilingual Trajectory:  ILTexas Trilingual Trajectory
K-5 Program Model (DLI)	While our curriculum will be aligned (vertically/horizontally) our <i>instruction</i> will be as well (Lead4Ward Strategies, DLI Best Practices, Cooperative Learning, SIOP). This is particularly critical for our K-5, since all curriculum is taught via our Dual Language Immersion (DLI) model. K-5 DLI Teachers- Please access our ILTexas DLI Essentials updated video coming here: Video ILTexas DLI Top 10
	And corresponding presentation slides here: <u>Presentation</u> K-3 SS: <u>Note about K-2 Social Studies</u> & 3rd through 5th SS/Science: <u>SS &amp; Science</u>
Assessments	* TEKS RS Units have built in performance assessments on the IFD (English and Spanish) and area also accessible via our <u>pacing tools</u> . These are formative assessments/high caliber performance/mostly project based assessments. In grades 2-12, we give End of Cycle Assessments (ECAs) for grading cycles 1-5 (not for cycle 6).  * For STAAR tested grades/courses, benchmarks will be given in the spring semester.  *Student's proficiency (based on ACTFL Proficiency Levels) will be rated continuously in Spanish and Chinese and reported alongside report cards (each grading period).

	* Mandarin & Spanish Language Assessments (based on sequence and guided by ACTFL) AAPPL exams will take place in April for grades 3, 5, 8, and 12.
	* The Measure of Academic Progress (MAP) will be used as the ILTexas nationally normed assessment tool given beginning of year and middle of year.
	* Students in K-5 will have reading level assessed and monitored via iStations.
	Everyone will follow the ILTexas Assessment Calendar: 2019-2020 Assessment Calendar
	K-8 Reading Assessments Summary: 2019-2020 Reading Assessments
	K-1 Social Studies: K-1 Performance Assessments
Lesson Plans &	* Lesson plans must be submitted by ALL teachers (no exceptions) by Monday at 7:30am
Cycle	(principal's may require an earlier date/time) on Eduphoria Forethought using the district's lesson plan template. Fine Arts department, Performance Coaches, and LOTE Departments do have a modified lesson plan template/platform whereby the district's core components are addressed, but with additional layers and considerations for their disciplines.
	* Lessons must include:
	• Content (CO) and language (LO) objectives.
	<ul> <li>Warm up</li> <li>Lesson frame: Intro/Purpose, I do (teacher)-We Do (whole class/pair/small group)-</li> </ul>
	You Do (individual students), Reflection/Closing.
	• We must teach 'bell to bell.' Every minute counts!
	* Due to our district/campus-wide DLI program, all K-5 teachers <i>must</i> plan and demonstrate evidence of Spanish instruction/linguistic accommodations in lesson plans.  * At least monthly, lessons must address the mission of ILTexas (i.e., how grade level is addressing the 'international', character trait, college prep, and leadership).
	Four (max) clicks to accessing your district developed lesson plans: Click Here
Learning and	Shall be posted and visible to all students in the language of instruction.
Language Objectives	The <b>content objective</b> tells what students will learn during the lesson.
Objectives	Example: "Students will categorize the causes of the American Revolution."
	The language objective tells how the students will learn and/or demonstrate their mastery of
	the lesson by reading, speaking, writing, or listening.  Example: "I will be able to explain the connection between the French and Indian War and
	the American Revolution" (if Spanish DL teacher- may include in Spanish using sentence
	stems).
	Content (CO) and language (LO) objectives. Sample frames poster: click here
	Example of a Combined CO & LO, delineating both the content and language objectives:
	Students will categorize the causes of the American Revolution by creating a brace map.
	*both content and language objectives need to be written in the target language

Master Schedule	Uniform and Unified, designed to support the ILTexas mission				
& Calendar	*One District-wide master schedule K8 (though each campus may need to personalize certain				
	aspects): K8 Master Schedule				
	*High schools have master schedule parameters: HS Master Schedule				
	*Our districtwide progress report and report card distribution calendar is found Here				
Professional	Every teacher will have a PLC as well as conference time. Teachers will meet <i>daily</i> with their PLC.				
Learning	K-5 PLC Framework				
Communities	6-8 PLC Framework				
(PLC)	High School PLC Framework				
Professional	Continuous professional development will be provided via PLCs and designated Data Days/PD days				
Development	on our academic calendar.				
CCT 1 D.I	PD will be tracked via Eduphoria Workshop (as CPE credits are awarded).				
SST and RtI	Response to Interventions (RtI)				
	• All students are in the RtI process, as all students receive Tier 1 interventions.				
	• RtI is the process for implementing research based instructional practices in every				
	classroom. RtI improves the ability of all teachers to meet the needs of every student.				
	• Students who fail to respond to academic or behavior Tier 1 interventions will require				
	identification of the underlying cause and require targeted instructional interventions,				
	with progress monitoring and supporting documentation				
	• The Counseling and Behavior Coordinators will provide needed guidance and training				
	in developing effective intervention plans				
	Student Success Team (SST):				
	• The SST referral is completed by the student's teacher (or administrator) and				
	submitted to the campus counselor. Triage meetings may result in the initiation of an				
	SST referral however, referrals may be initiated at any time.				
	<ul> <li>The SST meeting is the process by which the required expertise meets to evaluate</li> </ul>				
	effectiveness of Tier 1 interventions and when necessary, determine additional Tier 2				
	and Tier 3 interventions				
	• SST is the <u>name of the committee and the name of the meeting</u> . The <u>SST</u> Committee				
	meets in the SST Meeting to discuss the needs of students and plans support and				
	monitors RtI at least monthly.				
	<ul> <li>Campus Counselors are the Facilitators of the <u>SST</u> meeting</li> </ul>				
	<ul> <li>An <u>SST</u> meeting should be scheduled whenever we have concerns regarding a</li> </ul>				
	student.				
	• SST FAQ's- <u>SST FAQs</u>				
	• SST Referral Packet (3 pages)- <u>SST Referral</u>				
Special	ELs:				
Populations	Campus principals are responsible for all federal and state compliance mandates regarding				
	English learners (TEC §29.051 -29.064 and Chapter 89. Subchapter BB. Commissioner's Rules				
	Concerning State Plan for Educating English Language Learners); LPAC Administrators ensure				
	that the LPAC process is implemented with fidelity and that English learners receive the				
	support they need to be successful.				
	Developing				
	Dyslexia:				

	District Dyslexia Coordinator is Deanna Villanueva
	<ul> <li>District Dyslexia Coordinator is Deanna Villanueva</li> <li>Each K8 has an assigned Dyslexia Facilitator who serves the identified Dyslexic</li> </ul>
	students
	• If there are any HS students still receiving Dyslexia services, one of the DF from the
	feeder K8 campuses will serve those students
	Dyslexia Handbook-
	Dyslexia Handbook-English Dyslexia Handbook Spanish Varsian
	Dyslexia Handbook Spanish Version- Dyslexia Handbook-Spanish
	Dysicxia Handook-Spanisii
	504:
	Section 504 is a civil rights, anti-discrimination act that protects the rights of the disabled as
	equally as those of the non-disabled. Section 504 provides eligible individuals with an
	identified disability an equal opportunity to learning. At ILTexas, 504 falls under the
	Department of Special Populations. Section 504 FAQ's: <u>504 FAQs</u>
	Special Education:
	At ILTexas, "All" means "ALL." We serve all students and when we receive students that
	qualify for Special Education services we will follow their IEP as determined by the ARD
	committee and provide the services the student requires.
	GT K-12 Advanced Academics Plan:
	K-12 Advanced Academics Fian. K-12 Advanced Academics
	Folder:
	Advanced Academics Shared Drive
Instructional	Please refer to Tech Tools document: <u>Tech Tools</u>
Technology	• <u>Tech Tools Infographic</u> (you will love this)!
Madia Spacialists	ILTexas Tech TEKS can be found at <u>Tech TEKS Google Folder</u> Modic gracialists will most with tooch are and students on a routine basis to
Media Specialists & Media Lab	<ul> <li>Media specialists will meet with teachers and students on a routine basis to incorporate literacy and technology.</li> </ul>
& Wedia Lab	Media specialist handbook: <u>Handbook Link</u>
Teacher	Teacher Observations/ Feedback is an important component of the ILTexas coaching model
Observations &	All campus coaches, area coaches and district leaders use the same tool to provide feedback.
Feedback	The goal is to celebrate success as well as always leave teachers with a bite-size highest
	leverage next move to improve teaching/learning.
Others Before	Required Service Learning Project and end of year student led community celebration.
Self Project	Guidelines Link
(OBSP)	
	<u>Timeline Link</u>
Behavior/	PBIS Info-graphihe: Link to follow
Discipline	

College	We know college isn't for everyone, but college is the expectation for all students at ILTexas.
Preparatory	K-20 Initiatives will include setting the vision and supporting the vision (via surface layer events such as college week and the more detailed support provided by ASP College Advisors at our high schools).
Intercultural	The Intercultural Committee
Committee	(HQ Leads: Adriana Fletes, Julie Russell, Vera Csorvasi, Xiaoyan Wang)  * The goal of the intercultural committee is to promote cross cultural awareness on our campuses. Language and culture go hand in hand and one cannot exist without the other. It is the ILTexas Vision and Mission that our students gain cultural understanding and appreciation of the three languages/cultures studied. We must also prepare them to be global citizens and leadership roles in the international community.  * Each campus' Intercultural Trilingual Committee (parents and staff) will help organize, execute and promote cultural initiatives and events on their campus (of course, to include US Holidays, affirm identity, and strengthen patriotism).  * Both the EOW (expression of the week) and the Intercultural calendar can be shared in the parent newsletters, the campus website etc. and highlight the language and cultural components of our ILTexas Mission.Campus Intercultural Committee  Key Events: Sept 15-Oct 15 (Hispanic Heritage Month), 11/11 (Veterans Day), Jan/Feb (Lunar New Year), February (National Black History Month), and May (International Festival)  Intercultural Committee Presentation
Enrichment/ Remediation	K8 Campuses offer an enrichment time where we may differentiate instruction (provide acceleration for GT students, enrichment groups, higher level reading groups, STEM groups, as well as remediation as needed)
	High School Campuses offer a Leadership Class whereby enrichment and leadership building will take place, providing a platform to specifically address the ILTexas mission (i.e., leadership speakers series, student led international festival, college and career prep, etc.)
	HS Leadership Class Calendar and Lesson Plans: <u>High School Leadership Calendar and Lesson Plans</u>
	K-8 Enrichment & Remediation (ER) Plan:
	Remediation: <u>Grades 4-8 Remediation Plan</u>
	Enrichment: <u>K8 Enrichment Time Guidelines</u>
	Post Benchmark Guidelines for ER & Tutoring (spring): Click Here
	*Providing enrichment is a non-negotiable. This time allows us to provide remediation/tutoring as well, but only for those that need it.
Campus Building Labels	Trilingual Labels: All <i>building labels</i> shall be placed under the door name plate. All <i>classroom labels</i> shall be placed throughout the classroom. Please click <u>THIS LINK</u> for the Google folder with guidelines and placement suggestions.

Eagle Academy	Mastery Learning: At ILTexas, failure is not an option.
& Mastery Learning	homework or other assignments when due. For students in grades 4 <sup>th</sup> or higher, failure to turn in homework will result in the student being required to stay at school that day or the following day to complete the assignment. Every campus must have a system of contacting parents (i.e., SchoolMessenger) to let the parents know that their student will be staying after school to complete missing homework. The details of each campus Eagle Academy will be determined at the campus level by the Campus Principal.  Retaking Exams (to include assignments, projects, end of cycle exams, etc.): The objective of Mastery Learning is to ensure that every student has an opportunity to demonstrate mastery of the content. After teachers have taught the content, an exam is given and results are received, exams (formative or summative) should be reviewed with students to solidify learning and correct and address gaps. If a student fails an exam, he or she should be given an opportunity to correct items on the exam and submit again for a better grade or the student may also, after receiving tutoring and support, be given a completely different exam (retake exams are to be given with a maximum grade of 70%). All students need to demonstrate mastery.
Academic Competitions	Academic competitions provide opportunities for students to refine their scholastic, technical, and performative skills and set and achieve personal and group goals. Preparing for competition also provides opportunities for student leadership, teamwork, and positive character building. While there may be some campus specific academic competitions, there are some required for each campus to offer (with resources and support provided by a district subject matter expert). These include: spelling bee, Chinese bee, Spanish bee, science fair, Geography bee, STEM Olympiad for high schools, etc.
Extra-curricular	There are a handful of mission aligned clubs and extracurricular we will focus our attention
(min.	on: Mandatory and Optional Clubs 4th-12th
expectations)	
	Fieldtrip Central: Click Here
	*Every grade level will take at least one field trip. The link above is designed to help the
	grade level (GLA) coordinate well in advance.



### ILTexas 9/23/2019 Data Day: End of Cycle 1→ Preparing for Cycle 2

Time: 8:00 a.m. - 4:00 p.m. Location: Your Home Campus Audience: Campus Faculty & Staff

Day's Goals: (1) Deliver Campus Priority PD/Work Sessions, (2) Review first cycle data & identify gaps in learning and develop a reteach plan to close the gap, (3) Develop instructional planning calendar and/or first couple week's lessons (from IFD).

<u>Notes</u>: Prior to Data Day, campus leaders will have eduphoria data reports run, color coded and printed for teachers. **Directions for pulling STAAR - ECA - MAP data**:

https://drive.google.com/open?id=1V3fc2ULVmj4B7CUS\_VCY5a0wd5UH3giH

#### 8:00-11:30 Principal's Agenda

*Reminder*- Ensure campus agenda is always aligned/in support of our mission (trilingual, Others Before Self,...), innovate inside the box! We have the same 24 hours in a day, thus need to approach all our work through the lens of our mission.

#### 11:30-12:30 Lunch

### 12:30-1:00 Measuring Up Live, Digital Overview for STAAR and STAAR/EOC Tested Grades/Courses: <a href="https://zoom.us/j/2103323589">https://zoom.us/j/2103323589</a>

#### 1:00-4:00 pm

*Kinder-2nd-* Review istations Reports (RLA Dept), SS performance assessments, plan for review, ER, guided reading groups (specific titles) and the first two weeks of the 2nd Cycle.

3rd-High School EOC tested courses- (1) Analyze 1st cycle ECA Data (2) Identify the specific gaps in learning needing to be addressed (3) Plan for Reteach (4) Plan for the next two weeks (using IFD first, then pacing guides)

**Data Analysis and Action Plan Template Data Analysis Video** 

Critical Question	Product	Resources	
What do we need students to learn?	Mastery Learning- Student Expectations (TEKS)- ILTexas YAG and IFD	Resources: Lead4ward Math (3rd-Algebra I):	
How will we know students have learned?	Formative Assessments (performance assessments)/ Summative Assessments (ECAs)	http://lead4ward.com/docs/FreqDist_by_TE KS_Cluster_Math_rev.pdf RLA (3rd-English II):	
What will we do when students have not mastered the TEKS?	Interventions: *During the day Remediation (during Fitness or ER Time) *Afterschool *Saturday School	http://lead4ward.com/docs/FreqDistbyTEK SCluster_Reading_with_Passages_v2.pdf Science (5, 8, Biology): http://lead4ward.com/docs/FreqDist_by_TE KS_Cluster_Science.pdf	

What will we do when students have mastered the material?	Enrichment must continue for our kids already there!	Social Studies (8, US History): http://lead4ward.com/docs/FreqDist_by_TE KS_Cluster_SS_REV.pdf
		Enrichment Plans
		Math and Reading Intervention Tools-Recap: Click Here

Who do we contact for support? Campus coach, area coach, district directors, etc. If anyone is struggling with resources/plans, please contact your support team immediately!

### 1:00 PM breakout sessions:

	PD Lead	Audience	Presenter	Presentatio n Format (Face to Face, Zoom meeting)	Dallas	Tarrant	Harris
Finance	Keuhler	Budget Clerks					
PEIMS	Apodaca	Enrollment Teams	Area Registrars	Face to Face	TBD	TBD	AOH 9:00-3:00
PEIMS/ SKYWARD	Julie Rotherham	Data Comptrollers	Julie Rotherham	Zoom			
Dyslexia	Villanueva	Dyslexia Facilitators	Deanna Villanueva	Zoom	https://zoom.us/j/ 615768131	https://zoom.us/ j/615768131	https://zoom.u s/j/615768131
Counseling	Mary Albritton	Counselors:	Mary Albritton	Zoom	https://zoom.u s/j/864617418 6	https://zoom. us/j/8646174 186	https://zoo m.us/j/8646 174186
Health Services	Marcellus Barnes	Clinic Staff	Canady-Barnes Marcellus	Zoom - General Face to Face - CPR	https://zoom.u s/j/261715688	https://zoom. us/j/2617156 88	https://zoo m.us/j/2617 15688
6-12 LOTE Spanish	Fletes						
K-12 Chinese	Wang	K-12 Chinese		Zoom	https://zoom.u s/j/859230135	https://zoom. us/j/8592301	https://zoo m.us/j/8592

					9	<u>359</u>	301359
Fitness Coaches	Cathey	All fitness Coaches	Victor Cathey BJ Wortham	District Agenda Provided	Campus Coordinator Lead	Campus Coordinator Lead	Campus Coordinator Lead
Media Specialists	Barkman	Media Specialists	Barkman	Zoom	https://zoom.us/j/8 174226788	https://zoom.us/j/ 8174226788	https://zoom.us /j/8174226788
Facilities/ Transportation	Crabill						
Fine Arts	Keller						
Advanced Academics	Neuschwander	GT Leads		Zoom	https://zoom. us/j/74236515 65	https://zoom. us/j/7423651 565	https://zoo m.us/j/7423 651565
SPED	Shannon Urbina and Charles Hairgrove	SPED Teachers and TAs	Teachers: (Barbara T-C) TAs: (Sydney Jackson)	Zoom	https://zoom.us/j/9 62410684 https://zoom.us/j/7 54778683	https://zoom.us/j/ 962410684 https://zoom.us/j/ 754778683	https://zoom.us /ij/962410684 https://zoom.us /ij/754778683
Technology	Wheeler and Wamsley	Campus Technicians					
Food Services	Banks	Cashiers				AGPHS	KWPHS
Principal's Admin Assistant/ Office Manager	?	?					

The mission of ILTexas is to prepare students for exceptional leadership roles in the international community by emphasizing servant leadership, mastering the English, Spanish, and Chinese languages, and strengthening the mind, body and character.

La misión de ILTexas es preparar a nuestros alumnos para roles de liderazgo excepcionales en la comunidad internacional, haciendo hincapié en el liderazgo de servicio, el dominio de los idiomas inglés, español y chino, y el fortalecimiento de mente, cuerpo y carácter.

德克萨斯州国际领袖学校旨在于 培养学生在国际社会中卓越的领导才能。 我们强调学生在熟练掌握英语, 西班牙语和中文的前提下 加强奉献式的领导精神及身体, 头脑和品德的锻炼。

### **Cover Sheet**

### CHIEF ADMINISTRATIVE OFFICER REPORT

Section: III. Report and Information Items

Item: B. CHIEF ADMINISTRATIVE OFFICER REPORT

Purpose: FYI

Submitted by:

**Related Material:** Authorized Board Notification 09.18.19.pdf

Authorized Board Report 9.18.19.pdf



#### International Leadership of Texas

# Faculty and Support Staff New Hires Subsequent to August 21, 2019 For Board Notification on September 18, 2019

NEW HIRES FOR THE 2019-2020 SCHOOL YEAR						
Position	Assignment	Building	Start Date			
PARA - CAMPUS	INSTRUCTIONAL AIDE	OREM ELEMENTARY	08/21/2019			
TEACHER	ELEMENTARY	OREM ELEMENTARY	08/22/2019			
TEACHER	PFC	EAST FT. WORTH ELEMENTARY	08/22/2019			
TEACHER	INTERVENTIONIST	LANCASTER ELEMENTARY	08/22/2019			
TEACHER	HIGH	ARLINGTON HIGH	08/22/2019			
TEACHER	MIDDLE	EAST FT. WORTH MIDDLE	08/22/2019			
TEACHER	ELEMENTARY	WINDMILL LAKES ELEMENTARY	08/23/2019			
TEACHER	ELEMENTARY	LANCASTER ELEMENTARY	08/23/2019			
TEACHER	MIDDLE	GRAND PRAIRIE MIDDLE	08/26/2019			
AUX - MAINTENANCE	FACILITIES & MAINTENAN	KELLER HIGH	08/26/2019			
TEACHER	ELEMENTARY	WEST PARK MIDDLE	08/26/2019			
PARA - CAMPUS	INSTRUCTIONAL AIDE	KATY MIDDLE	08/26/2019			
PARA - CAMPUS	INSTRUCTIONAL AIDE	EAST FT. WORTH ELEMENTARY	08/26/2019			
PARA - CAMPUS	INSTRUCTIONAL AIDE	LANCASTER ELEMENTARY	08/27/2019			
PARA - CAMPUS	INSTRUCTIONAL AIDE	KATY WEST PARK HIGH	08/27/2019			
TEACHER	HIGH	ARLINGTON HIGH	08/29/2019			
TEACHER	MIDDLE	EAST FT. WORTH MIDDLE	08/30/2019			
PARA - CAMPUS	INSTRUCTIONAL AIDE	WEST PARK MIDDLE	09/03/2019			
TEACHER	HIGH	KELLER HIGH	09/04/2019			
PARA - CAMPUS	INSTRUCTIONAL AIDE	KELLER HIGH	09/04/2019			
COUNSELOR	COUNSELOR	ARLINGTON ELEMENTARY	09/05/2019			
AUX - MAINTENANCE	HVAC TECHNICIAN	HEADQUARTERS	09/06/2019			
TEACHER	HIGH	WINDMILL LAKES HIGH	09/06/2019			
PROF - CAMPUS	INSTRUCTIONAL COACH	KATY WEST PARK HIGH	09/09/2019			
PARA - CAMPUS	INSTRUCTIONAL AIDE	KATY MIDDLE	09/09/2019			
PROF - CAMPUS ADMIN	ASSISTANT PRINCIPAL	ARLINGTON HIGH	09/10/2019			
PARA - CAMPUS	CAMPUS TECHNICIAN	SAGINAW ELEMENTARY	09/10/2019			
TEACHER	HIGH	ARLINGTON HIGH	09/10/2019			
PARA - CAMPUS	INSTRUCTIONAL AIDE	WINDMILL LAKES ELEMENTARY	09/12/2019			
PARA - CAMPUS	INSTRUCTIONAL AIDE	WINDMILL LAKES ELEMENTARY	09/12/2019			
PARA - CAMPUS	INSTRUCTIONAL AIDE	KATY WEST PARK HIGH	09/12/2019			
PARA - CAMPUS	ATTENDANCE CLERK	GARLAND HIGH	09/12/2019			
AUX - MAINTENANCE	FACILITIES & MAINTENAN	GARLAND ELEMENTARY	09/16/2019			
PARA - CAMPUS	INSTRUCTIONAL AIDE	SAGINAW ELEMENTARY	09/16/2019			

Total employees hired subsequent to 8/21/2019: 34 Total Employee Count for 19/20 SY: 1,995.67

All employees are contingent upon Fingerprint and HR Clearance.



#### International Leadership of Texas

### Authorized Position Report September 18, 2019

### 2019 - 2020 SCHOOL YEAR

Position	# Positions	Positions Filled	Positions Eliminated	Postions Held	Available FTE
AUX - FOOD SERVICE	15.67	15.67			-
AUX - MAINTENANCE	33.00	32.00		1	-
AUX - TRANSPORTATION	20.50	19.50		1	-
COUNSELOR	48.00	47.00			1
LIBRARIAN/MEDIA	16.00	16.00			-
NURSE	16.00	15.00			1
PARA - CAMPUS	346.50	332.50		1	13
PARA - DISTRICT	51.50	48.50		1	2
PROF - CAMPUS	43.50	38.50			5
PROF - CAMPUS ADMIN	67.00	67.00			-
PROF - DISTRICT	122.00	110.00		10	2
SLP	14.00	10.00			4
SUPERINTENDENT	1.00	1.00			-
TEACHER	1,287.00	1,243.00	11	11	22
Total	2,081.67	1,995.67	11	25	50

### **Cover Sheet**

# CONSIDER/ACT ON EXPENDITURE ITEMS EXCEEDING \$100,000

Section: IV. Board Action Items on the Consent Agenda

Item: B. CONSIDER/ACT ON EXPENDITURE ITEMS EXCEEDING \$100,000

Purpose: Vote

Submitted by: Related Material:

1 SI Quote for LDHS in 20190904 for addendum -- ILTexas rev 20190905.pdf

2 ABILITIES THERAPY -- SPED CORP signed by both parties.pdf

3 SHC quote -- draft submitted by vendor.docx



 Date:
 8/30/2019

 Order Number:
 Q-198453

 Revision:
 5

 Order Form Expiration Date:
 10/30/2019

#### ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

#### Customer and Billing Address

Customer No.: 492822

Customer Name: Int'L Ldrshp Tx-Lanc-Desoto Hs

Billing Address: 901 N Polk St

Desoto, TX 75115-4013

#### **Products and Services**

Products	Qty	License Start Date	License End Date	License Term (Months)
Study Island: ELA Library - Program License	120	9/1/2019	8/31/2020	12
2-hour Virtual Session	1	Year 1	***	12

 Subtotal:
 \$1,160.00

 Estimated Tax:
 \$0.00

 Total US Funds:
 \$1,160.00

#### Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 30 days after invoice date.

#### Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <a href="http://www.edmentum.com/standardterms">http://www.edmentum.com/standardterms</a> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

#### Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

#### Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com



















<sup>\*\*</sup> Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

<sup>\*\*\*</sup> Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

### edmentum

ORDER FORM

 Date:
 8/30/2019

 Order Number:
 Q-198453

 Revision:
 5

 Order Form Expiration Date:
 10/30/2019

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer Signature:		
Name (Printed or Typed):		
Title:		
Date:		

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com



















tional American Education Federation, Inc., d/b/a International Leadership of Texas - September 18, 2019 Regular Meeting - Agenda - Wednesday September 18, 2019 at 6

2019-2020 Abilities Therapy and Consulting, L.L.C. Special-Education-Related Contract Services Agreement

### Contract Services Agreement Special-Education-Related Abilities Therapy and Consulting, L.L.C.

This Special-Education-Related Services Agreement ("Agreement") is made by and between International American Education Federation, Inc. d/b/a International Leadership of Texas ("ILTexas"), a non-profit corporation and open-enrollment charter school organized and existing under the laws of the State of Texas, and Abilities Therapy and Consulting, L.L.C. ("Provider"). Collectively, ILTexas and Provider are referred to as the "Parties."

#### I. PURPOSE OF AGREEMENT

WHEREAS, ILTexas is a public charter school serving students throughout the greater Dallas/Fort Worth area; and

WHEREAS, as a public school, ILTexas serves individuals with special needs under the Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and other applicable federal and state law; and

WHEREAS, Provider provides Special-Education-Related services in educational settings;

WHEREAS, ILTexas desires to engage and contract with Provider to provide the services described in this Agreement, and Provider desires to enter into this Agreement as an independent contractor and consultant to render the services described in this Agreement, and is willing to do so on the terms and conditions set forth below;

NOW, THEREFORE, ILTexas engages the services of Provider and in consideration of the mutual promises and covenants in this Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### II. TERMS AND CONDITIONS

- 1. <u>Term</u>: This Agreement shall begin effective when signed by both Parties and shall conclude on June 30, 2020 (the "Term"), unless terminated earlier as allowed by this Agreement.
- 2. <u>Services</u>: Provider shall perform the services described and set forth in the Scope of Work attached as Exhibit 1 to this Agreement and incorporated herein by reference (the "Services"). The Parties may, by agreement, amend the Services to be provided pursuant to this Agreement, and any amended and executed Scope of Work shall become a part of this Agreement. The Services shall be performed in compliance with applicable federal, state, and local law. In rendering the Services, Provider shall comply with all rules and regulations of ILTexas. ILTexas retains the right to stop or request alteration of the Services performed by Provider in order to assure conformity with this Agreement.

Provider and Provider's personnel, if any, shall perform the Services consistent with the highest degree of care, and shall comply with all professional and ethical requirements imposed by the Texas Department of Licensing and Regulation, Texas Education Agency, or any other applicable licensing or practice standards promulgated by any other applicable regulatory agency.

Page 1 of 16

3. <u>Scheduling and Delivery of Services</u>: Provider and Provider's personnel, if any, shall devote as much time, energy, and attention as necessary to complete the Services, and shall be available to provide the Services to ILTexas as required to meet the needs of ILTexas. Notwithstanding the foregoing, Provider shall not be required to follow or establish a regular or daily work schedule, except as mutually agreed upon and set forth by the Parties. However, Provider shall generally provide Services to ILTexas during school days and hours, unless otherwise agreed to by ILTexas and Provider.

Provider shall liaise with ILTexas and any administrators designated by ILTexas but shall exercise independent discretion and judgment in the performance of the Services, including but not limited to the type, nature, and result of any Services undertaken by Provider. Subject to the foregoing, ILTexas retains the right to ensure that all Services are provided pursuant to the requirements of applicable law.

- 4. <u>Furnishing of Equipment</u>: Unless otherwise agreed upon by ILTexas, Provider shall supply all necessary and desirable equipment, materials, and supplies required to perform the Services pursuant to this Agreement.
- 5. <u>Fees</u>: ILTexas shall pay Provider for Services rendered under this Agreement as described and set forth in the Payment Schedule attached as Exhibit 2 to this Agreement and incorporated herein by reference. Provider shall maintain accurate written records for all Services provided. Provider shall bill ILTexas for the Services provided on a monthly basis, by submitting invoices detailing the Services provided in the previous month. Such invoiced amounts shall be due and payable to Provider within thirty (30) calendar days of ILTexas' receipt of each invoice. ILTexas shall not be obligated to pay for any Services not supported by an invoice nor for Services rendered but submitted in an invoice subsequent to the month in which such Services should have been submitted in a prior invoice.

#### 6. Termination:

- a) <u>Termination for Convenience</u> This Agreement may be terminated at any time for any reason by either party by giving thirty (30) days' written notice to the other party.
- b) <u>Termination for Breach</u> Either party may terminate this Agreement immediately upon written notice of breach of any party by the other party. For purposes of this agreement, ILTexas will be in breach if any of the following occur:
  - (i) ILTexas fails to make any payment when due;
  - (ii) ILTexas fails to perform promptly at the time and in the specified manner provided by this Agreement; or
  - (iii) ILTexas makes any representation or statement to Provider that is false or misleading in any material aspect.

Provider will be in breach if any of the following occur:

- (i) Provider and/or its employees or agents fail to perform promptly at the time and in the manner specified in this Agreement;
- (ii) Provider and/or its employees or agents make any representation or statement to ILTexas that is false or misleading in any material aspect; or

- (iii) Provider is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction involving state or federal funding by any state or federal department or agency.
- c) <u>Effect of Termination</u> In the event of termination by ILTexas or Provider prior to the expiration of this Agreement, Provider shall only be entitled to receive just and equitable compensation for any Services rendered up to and through the termination date. Upon termination of this Agreement, or whenever requested by the Parties, each party shall immediately deliver to the other party all property in its possession or under its care and control belonging to the other party.
- 7. <u>Record Keeping</u>: It is the responsibility of Provider to maintain such records as are required by law, ILTexas, or as are prescribed by the professional and generally accepted standards of the Texas Education Agency. The books and records related to the Services shall be maintained by Provider, and ILTexas shall have the right to inspect and review such records at reasonable times upon request by ILTexas.

Additionally, ILTexas, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of Provider that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.

8. <u>Independent Contractor</u>: This Agreement does not constitute a hiring by either party, nor does it constitute or create an employer-employee relationship. It is the Parties' express intention that Provider and Provider's personnel, if any, shall be an independent contractor and not be an employee of ILTexas for any purpose, including but not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Texas Workers' Compensation Act, and other benefit payments and third party liability claims.

Provider shall retain sole discretion in the manner and means of carrying out the Services and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and ILTexas shall not be liable for any obligations incurred by Provider unless specifically authorized in writing by the ILTexas Superintendent. Provider shall not act as an agent of ILTexas, ostensibly or otherwise, nor bind ILTexas in any manner, unless specifically authorized to do so in writing by the ILTexas Superintendent.

- 9. Compliance with Applicable Law: Provider shall fully comply with all provisions of applicable federal and state law, including but not limited to the IDEA and Section 504, the Texas Education Code and the Texas Administrative Code. Provider must also fully comply with any and all federal, state, and local laws or regulations regarding any necessary business permit(s) and/or license(s) that are required to perform the Services described in this Agreement in Texas public schools. Provider shall provide ILTexas with copies of such permit(s) and/or license(s) within ten (10) business days of the Parties' execution of this Agreement, and Provider shall immediately notify ILTexas of any changes to same.
- 10. <u>Background Checks</u>: Provider must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to conduct fingerprint checks on Provider's representatives who will have continuing duties under this Agreement and will have direct contact with students. No employee, agent, representative, volunteer, applicant for

Page 3 of 16

employment, or other person associated with Provider who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for ILTexas. Provider shall certify that it will ensure that this requirement is met. Fingerprinting records and records of compliance with Texas Education Code § 22.0834 will be available to ILTexas for inspection and review during normal business hours of Provider and upon request of ILTexas or governmental authorities.

11. Expenses; Professional Insurance: ILTexas shall not pay Provider travel, meal, and/or accommodation expenses for any Services provided under this Agreement. No workers' compensation insurance has been or will be obtained by ILTexas on account of Provider or Provider's personnel, if any.

Provider and/or Provider's personnel shall be solely responsible for the costs and expenses pertaining to any and all continuing education courses, professional seminars or conferences, and other professional development activities, as required for the industry or required to perform the Services under this Agreement.

At all times during the Term hereof, Provider, at Provider's sole expense, shall maintain in full force a policy or policies of commercial and/or professional liability insurance, including property damage, that will insure Provider and ILTexas as an additional insured against liability for bodily injury and disease, including death resulting therefrom, and property damage relating to Provider's Services to ILTexas. The liability under such insurance shall be not less than \$2,000,000 for bodily injury and \$1,000,000 for property damage in the aggregate. With respect to such insurance coverage to be maintained by Provider, the policies shall include a provision waiving any right of subrogation against ILTexas that otherwise might exist in or accrue. Proof of such insurance shall be provided within fifteen (15) business days of the execution of this Agreement. ILTexas shall not obtain, pay for, or reimburse Provider for the cost of any liability insurance.

Additionally, at all times during the Term hereof, Provider shall, at Provider's sole expense, secure and maintain Workers' Compensation Insurance satisfying the coverage limits in accordance with the Texas Workers' Compensation Act, as found in Title 5 of the Texas Labor Code. Acceptable proof of such coverage shall be provided within fifteen (15) business days of execution of this Agreement. ILTexas shall not obtain, pay for, or reimburse Provider for the cost of any workers' compensation insurance.

12. Student Information: The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational and health records maintained by ILTexas, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g, and the Health Insurance Portability Accountability Act of 1996 ("HIPAA") Pub. L. No. 104-191, 110 Stat. 1936. ILTexas has determined that Provider has a legitimate educational interest in the educational records, as that term is defined under FERPA, of ILTexas' students who receive Services, and that Provider is the agent of ILTexas solely for the purpose of providing Services under this Agreement. Provider and Provider's personnel, if any, shall maintain the confidentiality of student and medical records and comply with the requirements of FERPA, HIPAA, and all other applicable law with respect to the privacy of student records. This provision shall survive the termination of this Agreement. Upon termination of this Agreement, Provider will return to ILTexas all student records,

documentation, and other items that were used, created, or controlled by Provider during the Term hereof.

- 13. <u>Confidential and/or Proprietary Information</u>: Provider acknowledges that, in connection with this Agreement, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to ILTexas. For purposes of this Agreement, "Confidential Information" shall include but not be limited to:
- a) Information relating to ILTexas' financial, regulatory, personnel, or operational matters.
- b) Information relating to ILTexas' clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
- c) Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research, and development activities, and computer programs and designs.
- d) Contracts, product plans, sales and marketing plans, and business plans.
- e) All information not generally known outside of ILTexas' business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from ILTexas or its agents.
- f) The term "Confidential Information" does not include the following:
  - i. Information available to the public through no wrongful act of the receiving party.
  - ii. Information that has been published.
  - iii. Information required in response to subpoena, court order, court ruling, or by law.

Provider agrees that it will not, at any time during or after termination of this Agreement, use or disclose any Confidential Information or trade secrets of ILTexas to any person or entity for any purpose whatsoever without the prior written consent of ILTexas, unless and except as otherwise required by applicable federal or state law, including but not limited to the Texas Public Information Act.

Provider agrees to release to ILTexas all records and supporting documentation related to the Services provided under this Agreement upon completion of the Term hereof.

- 14. <u>Works for Hire</u>: Provider agrees that the Services and related activities, tasks, results, inventions and intellectual property developed or performed pursuant to this Agreement are "works for hire" and as such the results of said work is by virtue of this Agreement assigned to ILTexas, and shall be the sole property of ILTexas for all purposes, including but not limited to copyright, trademark, service mark, patent and trade secret laws.
- 15. <u>Breach of Agreement Terms</u>: Any default, violation, or breach of terms of this Agreement on the part of Provider or any of its officers, directors, owners, members, employees, or agents may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the Parties hereto. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

If it is later determined by ILTexas that Provider had an excusable reason for not performing, such as acts of God, fires, floods, or unusually severe weather, events which are not the fault of

or are beyond the control of Provider, ILTexas may allow Provider to continue work or treat the termination as a termination for convenience.

- 16. Scope of Agreement: This Agreement constitutes the final, complete and entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether written or oral. There are no representations or other agreements included. Any alteration or modification of this Agreement shall be effective only if it is in writing, signed, and dated by the Parties.
- 17. <u>Law of State to Govern</u>: The validity, enforceability and interpretation of any provision of this Agreement will be determined and governed by the substantive and procedural laws of the State of Texas. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Dallas County, Texas.
- 18. <u>Severability</u>: In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, then in lieu of such invalid, illegal, or unenforceable provision there shall be added automatically as a part of this Agreement a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the Parties, and all provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement.
- 19. Indemnification: Provider will indemnify, protect, defend, and hold harmless ILTexas and its officers, employees, agents, subcontractors, and consultants in their official and individual capacities (collectively, the "ILTexas Indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including attorneys' fees incurred in investigating, defending, or settling any of the foregoing by any person or entity, arising out of, caused by, or resulting from Provider's performance under or breach of this Agreement and that are caused in whole or in part by any act or omission, including any negligent act, negligent omission or willful misconduct of Provider, any one directly employed by Provider, or anyone for whose acts Provider may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any ILTexas Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense. This provision shall survive termination of this Agreement and shall be binding on the Parties and their successors, representatives, and assigns and cannot be waived or varied. This provision shall survive termination of this Agreement and shall be binding on the Parties and their successors, representatives, and assigns and cannot be waived or varied.

Notwithstanding anything to the contrary in this Agreement, Provider acknowledges, stipulates, and agrees that nothing in this Agreement shall be construed as a waiver of any defense available to ILTexas, including but not limited to any statutory or governmental immunity available to ILTexas under applicable law.

20. <u>Enforcement</u>: It is acknowledged and agreed that Provider's services to ILTexas are unique, which gives Provider a peculiar value to ILTexas and for the loss of which ILTexas cannot be reasonably or adequately compensated in damages. Accordingly, Provider acknowledges and agrees that a breach by Provider of the provisions hereof will cause ILTexas irreparable injury and damage. Provider therefore expressly agrees that ILTexas shall be entitled to injunctive

and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if ILTexas is not in breach of this Agreement.

- 21. <u>Limitations</u>: The Parties are aware that there are constitutional and statutory limitations on the authority of ILTexas (a public school) to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on ILTexas' property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on ILTexas except to the extent authorized by the laws and Constitution of the State of Texas.
- 22. <u>Notice Concerning Withholding of Taxes</u>: Provider recognizes and understands that it will receive an IRS 1099 statement and related tax statements and will be required to file individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Provider hereby promises and agrees to indemnify ILTexas for any damages or expenses, including attorney's fees, and legal expenses, if any, incurred by ILTexas because of Provider's failure to make such required payments.
- 23. <u>Service of Notices</u>: The notices required by this Agreement shall be effective when mailed, postage prepaid, certified with return receipt requested to the addresses shown below:

If to ILTexas:

Attn: Eddie Conger, Superintendent and CEO 1820 North Glenville Drive, Suite 100 Richardson, Texas 75081

If to Provider:

13918 Saint Marys Ln. Houston, TX 77079

Tel.:

deubanks@abilitieshouston.com

- 24. <u>Assignment</u>: This Agreement may not be assigned by either party without the prior written consent of both Parties.
- 25. <u>Waiver</u>: The waiver by any party of any breach of any term, covenant or condition contained herein shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.
- 26. <u>Amendments</u>: This Agreement may be amended at any time by mutual agreement of the Parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both ILTexas and Provider.
- 27. <u>Equal Opportunity</u>: Provider shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 28. <u>Debarment and Suspension</u>: Neither Provider nor any of its officer, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties

Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

- 29. Rights to Inventions Made Under a Contract or Agreement: Provider acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of this Agreement belongs to ILTexas as work-for-hire and all rights are reserved by ILTexas and/or the federal government in accordance with applicable federal law.
- 30. Execution: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

THE PARTIES, having full authority and having taken all legal prerequisites to execution of this Agreement, by and through their respective authorized representatives, hereby execute this Agreement on the date(s) referenced below:

NOTICE re EDGAR requirement: to the extent to which this Agreement is federally funded, it shall have only the effect of a non-binding Letter of Intent, and shall not obligate !LTexas funds, until the Texas Education Agency has issued to ILTexas a Notice of Grant Award releasing federal funds for the proposed expenditure.

By:	Shall Com	8/23/19
·	Ronald Kuehler, CFO	Date

By: Eddie Conger, Superintendent and CEO

International Leadership of Texas

**Provider** 

8/19/2019 By: Dana Cubanks Abilities Therapy and Consulting, L.L.C. **Date** 

Page 8 of 16

### Exhibit 1 - Scope of Work

ILTexas agrees to engage Provider, and Provider agrees to perform personally, in a manner satisfactory to ILTexas, Service as described in the four pages following this page. The Provider is available to perform the following services for ILTexas: speech-language therapy, speech-language assessments, counseling, psychological assessments and serve as ILTexas' representative at ARDs.



#### SPECIAL EDUCATION SERVICES AGREEMENT

This Agreement shall be effective as of August 1st, 2019 and continue until July 31, 2020 between Abilities Therapy and Consulting, L.L.C. ("Contractor" hereafter) and International Leadership of Texas ("School" hereafter).

- 1. Independent Contractor. Subject to the terms and conditions of this Agreement, the School hereby engages the Contractor as an independent contractor to perform speech-language therapy services set forth herein, and the Contractor hereby accepts such engagement.
- 2. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment set forth herein, and which is attached as Exhibit A Scope of Work, which may be amended in writing from time to time, or supplemented with subsequent additional services to be rendered by the Contractor and agreed to by the School, and which collectively are hereby incorporated by reference.
- 3. Expenses. During the term of this Agreement, the Contractor is responsible for all expenses which are incurred in connection with the performance of the duties hereunder unless otherwise agreed to by the School.
- 4. Invoicing and Payment Terms. Invoices for Contractor services will be submitted on the 5th of each month with payment due on the 5<sup>th</sup> of the following month. The company shall make timely payments of amounts earned by the Contractor under this agreement and notify the Contractor of any changes to its procedures affecting the Contractor's obligations under this agreement at least 30 days before implementing those changes.
- 5. **Termination.** This agreement may be terminated by either party on provision of 30 days written notice to the other party, with or without cause.
- 6. Confidentiality. The Contractor agrees that she or her representatives will not disclose any personal information obtained as a result of the services provided hereunder. The Contractor further agrees that she or her representatives will not disclose the terms of this Agreement to any person without the prior written consent of the School and shall at all times preserve the confidential nature of her relationship to the School and of the services hereunder. Likewise, the School agrees that its representatives will not disclose the terms of this Agreement to any person (except as required by state regulations such as audits by TEA) without the prior written consent of the Contractor and shall at all times preserve the confidential nature of its relationship to the Contractor and of the services hereunder.

- 7. Independent Contractor Status. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the School for any purpose. The Contractor is and will remain an independent contractor in her relationship to the School. The School shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the School hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- 8. Other Activities. During the Term, the Contractor is free to engage in other independent contracting activities, except that the Contractor may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Contractor's obligations or the scope of Services to be rendered for the school under this agreement.
- 9. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above. The parties hereto agree that facsimile or scanned signatures shall be as effective as if originals.

Abilities Therapy and Consulting, L.L.C.

By: Dana Cubanka [signature]
Its: 8/2/2019 [title or position]

International Leadership of Texas

By: [signature]
Its: [title or position]

Signature provided on Page 8 of 16

#### **EXHIBIT A – SCOPE OF WORK**

#### **DUTIES, TERM, AND COMPENSATION**

**DUTIES**: The Contractor is available to perform the following services for the School: speech-language therapy, speech-language assessments, counseling, psychological assessments, occupational therapy services, visual and auditory impairment services, and orientation and mobility services and serve as the School's representative at ARDs.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force and effect, at a minimum, through the end of the School's 2019-2020 academic school year.

COMPENSATION: The School shall pay the Contractor at the following rates:

#### SPECIAL EDUCATION SERVICES

SPEECH SERVICES	RATE	
Speech Therapy (provided by an SLP-Assistant)	\$55 per hour	
SLP services (ARD representation/Supervision)	\$75 per hour	
Speech Therapy (provided by an SLP-Assistant with an Abilities supervisor)	\$50 per hour	
SLP services (ARD/supervision/consult) supervising an Abilities SLPA	\$65 per hour	
SLP-CF Services	\$65 per hour	
Speech Assessment	\$325	
Bilingual Speech Assessment	\$425	
ADDITIONAL SERVICES	RATE	
Special Education Teacher	\$40/hour	
Dyslexia Intervention	\$55 per hour	
Counseling	\$85 per hour	
Consultation (folder clean up)	\$85 per hour	
Functional Behavior Analysis (FBA)	\$85 per hour	
Behavior Intervention Plan (BIP)	\$85 per hour	
LSSP/Diagnostician ARD rate	\$85 per hour	
Psychoeducational Assessment	\$550	
Psychological Assessment	\$600	
Bilingual Psycho-Educational Assessment	\$750	

Dyslexia Assessment	\$450	
Occupational Therapy Assessment	\$415	
Occupational Therapy Services	\$80 per hour	
Orientation and Mobility Services	\$95 per hour	
Visual Impairment Services	\$95 per hour	
Auditory Impairment Services	\$95 per hour	
Vision/Hearing Screening	\$20/student	

#### Exhibit 2 – Fees

Refer to Exhibit 1 above.

Provider agrees to maintain a time log to support time spent on daily and hourly-rate services, if any, and agrees that such time records shall satisfy applicable federal laws concerning reporting of time, effort, and activities.

#### CRIMINAL HISTORY REVIEW OF PROVIDER EMPLOYEES

Texas Education Code § 22.0834 requires entities that contract with school districts or charter schools to provide services to obtain named based criminal history and/or fingerprinting record information regarding "covered employees."

#### **Definitions:**

"Covered Employees": Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. International Leadership of Texas ("ILTexas") retains the discretion to determine what constitutes direct contact with students.

1

"Disqualifying Criminal History": Any conviction or other criminal information designated by ILTexas, including one or more of the following offenses:

- 1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including:
  - a. Crimes involving moral turpitude;
  - b. Crimes involving any form of sexual or physical abuse or neglect of a student or minor or other illegal conduct with a student or minor;
  - Crimes involving felony possession or conspiracy to possess, or any misdemeanor
    or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any
    controlled substance defined in Chapter 481, Texas Health and Safety Code;
  - d. Crimes involving school property or funds;
  - e. Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
  - f. Crimes occurring wholly or in part on school property or at a school-sponsored activity; and
  - g. Felonies involving driving while intoxicated.
- 2. A felony offense under Title 5, Penal Code.
- 3. An offense on conviction of which a defendant is required to register as a sex offender.
- 4. An offense under the laws of another state or federal law that is equivalent to an offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.
- 5. Any other offense that ILTexas believes might compromise the safety of students, staff, or property.

Any contractor seeking to enter into a service agreement with ILTexas must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to conduct fingerprint checks on employees prior to beginning services. Contractors who fail to follow this process will not be allowed to provide services to ILTexas.

## **CRIMINAL HISTORY REVIEW OF PROVIDER EMPLOYEES**

## Please complete the information below:

I, Dana Eubanks , on behalf of Abilities certify that [check one]:	Therapy and Consulting, L.L.C. ("Provider"),			
Mone of the employees of Provemployees" as defined above. If this box is checoprecautions or imposed conditions to ensure that the will not become covered employees. Provider with the time the contracted services are provided to the contracted se	e employees of Provider and any subcontractor vill maintain these precautions or conditions			
Or				
[X] Some or all of the employees of employees." If this box is checked, I further certify	Provider and any subcontractor are "covered that:			
<ol> <li>Provider has obtained all required criminal has regarding its covered employees through required by law.</li> </ol>	nistory and/or fingerprinting record information the Texas Department of Public Safety as			
2. If Provider receives information that a covered employee subsequently has a reported criminal history, Provider will immediately remove the covered employee from contract duties and notify ILTexas in writing within three business days.				
3. Upon request, Provider will provide ILTexas with the name and any other requested information regarding covered employees so that ILTexas may obtain criminal history record information on the covered employees.				
4. If ILTexas objects to the assignment of a	4. If ILTexas objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Provider agrees to discontinue using that			
5. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to ILTexas or having any direct contact with students.				
I understand that non-compliance with this certification by Provider may be grounds for contract termination and/or barring disqualified persons from performing the work.				
Dana Cubanks Signature of Provider Official	8/19/2019 Date			

#### **Debarment or Suspension Certificate**

ILTexas is prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Provider must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting signing contract and this certificate, Provider certifies that no suspension or debarment is in place, which would otherwise preclude Provider or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

Dana Tubanks	8/19/2019
Abilities Therapy and Consulting, L.L.C.	Date

#### **Contract Provisions – Contracts Involving Federal Funds**

With respect to the use of federal funds for the procurement of goods and services, 2 CFR 200.326 and Appendix II to 2 CFR 200 require the inclusion of the following contract provisions.

- 1. <u>Remedies for Contract Breach or Violations</u>. Contracts for more than the simplified acquisition threshold currently set at \$150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2. <u>Termination for Cause and Convenience</u>. All contracts in excess of \$10,000 must address termination for cause and for convenience by the school including the manner by which it will be effected and the basis for settlement.
- 3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the school and the charter districts must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The school and the charter districts must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The school and the charter districts must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The school and the charter districts must report all suspected or reported violations to the Federal awarding agency.

- 5. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the school and the charter districts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6. <u>Rights to Inventions Made Under a Contract or Agreement</u>. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 7. <u>Clean Air Act and the Federal Water Pollution Control Act</u>. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8. <u>Energy Efficiency Standards and Policies</u>. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 9. <u>Debarment and Suspension</u>. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 10. <u>Byrd Anti-Lobbying</u>. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.
- 11. <u>Procurement of Recovered Materials</u>. The school, the charter districts and their contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.





#### SCHOOL STAFFING SERVICES AGREEMENT

This agreement ("Agreement") is made and entered into this 5th day of September , 2019, by and between SHC Services, Inc. d/b/a Supplemental Health Care, (hereinafter "SHC"), with principle offices located at 1640 W. Redstone Center Drive, Suite 200, Park City, Utah 84098 and International Leadership of Texas, on behalf of itself, its facilities, divisions, and subsidiaries (hereinafter collectively referred to as the "Client") with its principle offices located at 1100 E Campbell Rd Richardon, TX . SHC and Client are sometimes referred to as a "party" or collectively as the "Parties".

#### **RECITALS**

**WHEREAS**, SHC a Delaware corporation provides supplemental staffing referral services to clients on an as needed basis;

**WHEREAS,** the Client is a school district with the need to provide health care services to identified students served by the Client;

**WHEREAS,** Client requests SHC to make available licensed and qualified health care professionals by acting as a referral agent of Nurses, Therapists, Technicians, and/or other ancillary medical personnel ("Health Care Personnel") to supplement Client's staff; and

**WHEREAS,** SHC is willing to use its best efforts to recruit Health Care Personnel to work shifts at specified locations as requested from time to time by Client.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, Client and SHC agree as follows:

#### 1. SHC OBLIGATIONS:

- a. SHC, as requested by Client, will use its best efforts to locate, recruit and refer Health Care Personnel to Client to supplement Client's existing staff.
- b. SHC shall provide Health Care Personnel with the experience, education and training requested by Client.
- c. SHC shall maintain a Health Care Personnel file, containing the following:
  - i. A completed application, which includes skills, specialties, and preferences.
  - ii. Documentation of special education or training.
  - iii. A minimum of two references, which reflect satisfactory performance within the job category.
  - iv. Verification of identity, credentials, and authority to work.
  - v. Copy of current license, Basic Life Support/CPR, registration or certification as required by position.
  - vi. Evidence of health status, including evidence of a current physical (within one year), MMR, PPD, Hepatitis B, and any other immunizations required by Client.
  - vii. Dates of employment and performance evaluations.
  - viii. Confirmation of completing criminal background investigation and pre-employment drug screen.
  - ix. Office of Inspector General's List of Excluded Individuals/Entities Search.
- d. SHC shall provide SHC orientation for all new Health Care Personnel, SHC's orientation includes but is not limited to, child and dependent adult abuse reporting obligations and procedures, and which may include Client-specific information upon Client's request.
- e. Health Care Personnel, who are assigned to the Client for the first time, shall report to the designated Client contact before commencing work at Client's facility or student locations.
- f. SHC shall maintain commercial general liability and medical professional liability insurance for SHC and Health Care Personnel with a liability limit of not less than \$1 million per occurrence and \$3 million aggregate.
- g. SHC will use its best efforts to refer Health Care Personnel who will follow Client policies provided to SHC, to protect the health and welfare of the Client's students.
- h. SHC will notify Client via written correspondence, fax, email or phone, of the initiation of any action, of which it is becomes aware, commenced for the purpose of suspending, revoking or limiting any Health Care Personnel's license then providing services to Client. Written description of SHC Quality Assurance process is available upon request.

Revised: 03/2018 ©2018 SHC Services, Inc. Staffing Services Agreement, Page 1 of 7

80 of 99

- i. SHC will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal Statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of sex, age, race, color, national origin, religion, veteran status, sexual orientation, or handicap and/or marital status.
- j. SHC will comply with applicable Health Insurance Portability and Accountability Act (HIPAA) requirements.
- k. If services provided under this Agreement have an aggregate value of ten thousand dollars (\$10,000) or more, during a twelve (12) month period, SHC shall make its books, documents, records, etc., pertaining to this Agreement, available to the Secretary of Health and Human Services and/or the United States Comptroller General for four (4) years after furnishing services to Client.
- I. SHC shall use its best efforts to comply with the guidelines of The Joint Commission and OSHA standards regarding the use of supplemental staffing services.
- m. All Health Care Personnel providing services pursuant to this Agreement shall be considered employees of SHC, unless otherwise specified. This Agreement also applies to an independent contractor or subcontractor referred for service and accepted by Client.
- n. SHC assumes sole and exclusive responsibility for compensating Health Care Personnel for services performed for Client. SHC is responsible for withholding federal and state taxes, maintaining worker's compensation insurance coverage as required by state law, and reimbursing meal and lodging expenses as applicable under the Agreement.

#### 2. CLIENT OBLIGATIONS:

- a. Client shall provide sufficient specific information (job order or job profile) to enable SHC to match the job requirements to the skills and experience of Health Care Personnel. Clinical competency will be determined by the appropriate Client administrator which may be communicated to SHC via written correspondence, fax, email or phone. Notwithstanding the foregoing, the parties agree that Client, in its sole discretion, shall determine the suitability of Health Care Personnel to provide services for Client.
- b. Client acknowledges that SHC's ability to fill jobs or shifts is subject to the availability of qualified Health Care Personnel. Client further acknowledges that the ability to attract and retain qualified Health Care Personnel to fill the positions required by Client is a competitive advantage belonging to SHC, and that SHC's database of Health Care Professionals constitute an asset of SHC, which is confidential, proprietary and not disclosable to Client.
- c. Client shall provide clinical direction, supervision, management, and productivity expectations to Health Care Personnel while providing professional services under this Agreement. To the extent that Health Care Personnel provide health-related services to Client's students, Client will ensure such services comply with all treatment plans and is consistent with Client's students' best interests, as determined by Client. Client agrees that SHC is not responsible for Health Care Personnel's productivity while on assignment; therefore, Client will pay invoiced amounts in full without regard to productivity requirements placed on Health Care personnel by Client.
- d. Client shall be responsible for educating the Health Care Personnel regarding Client's policies and procedures concerning its operations and student care, and communicating its expectations regarding the professional services to be rendered by Health Care Personnel pursuant to this Agreement.
- e. Client will not require Health Care Personnel to perform in a manner other than that which is reasonable and customary within their profession. Health Care Personnel shall not be requested to perform services outside the general job description provided by Client and/or the education, licensing, certification, skills or clinical competence of the Health Care Personnel. Prior to providing services, Client shall ensure that Health Care Personnel receive proper orientation to the Client's policies and procedures related to the student care area to which they are assigned, floated or reassigned.
- f. Client shall provide SHC information and copies of Client policies to orient Health Care Personnel, as requested by client.
- g. Client agrees that it shall not either, directly or indirectly, employ or attempt to employ, a Health Care Professional (i) referred by SHC to Client for one year from the date of the referral; or, (ii) if the Health Care Professional provides services through SHC to the Client, during the assignment and one year after its termination. Notwithstanding the foregoing in this Section 2.g., Client may hire the Health Care Professional with written consent of SHC or by complying with Schedule A ("Billable Employment Conversion Costs").
- h. Client will immediately notify SHC via written correspondence, fax, email or phone, of the initiation of any licensing issues, clinical and student care issues, unexpected incidents and errors, suspicious behaviors and any complaints regarding SHC Health Care Personnel. The notification should include, but are not limited to: risk management actions or concerns; occupational/safety hazards, events or injuries; events or sentinel events of which Client is aware regarding Health Care Personnel. Written description of SHC Quality

Revised: 03/2018 ©2018 SHC Services, Inc. Staffing Services Agreement, Page 2 of 7

- Assurance process is available upon request. Client will make available an appropriate panel for peer review as necessary.
- i. Client agrees that Health Care Personnel who are required to travel away from home to fill an assignment will be retained for full time positions for a period of 13 weeks ("Travel Assignments"), unless otherwise agreed by the parties in a signed Confirmation of Assignment ("COA"), which is incorporated herein by reference. Full time is defined as a minimum of 36 hours per week.
- j. Client will not discriminate in employment or referral of Health Care Personnel on the basis of sex, age, race, color, national origin, religion, veteran status, sexual orientation, or handicap.
- k. Client will maintain in clean and good working order its facilities, machines and equipment; provide currently and appropriately trained staff and supervisory personnel; and provide an acceptable working environment. Client will not entrust Health Care Personnel with access to cash, credit cards or negotiable instruments.
- Client represents that it is neither currently being investigated nor has been previously indicted by any state
  or federal agency for violations of the Social Security Act, Medicare or Medicaid laws, or any other programs
  administered by, through or under any state or federal agency.
- m. Client may request that SHC terminate any Health Care Personnel providing services under this Agreement, who is insubordinate, lacks appropriate licensure, training and experience; fails to follow Client's policies and procedures, or fails to engage in commonly accepted standards of care. Client agrees that it will pay for all services performed up to the date of termination. Client will provide specific basis for the request for termination, in writing, which will be referred to the Health Care Personnel and reported, as required, to state professional licensing standards and SHC's Quality Assurance.
- n. Client will not give access to Health Care Personnel confidential medical records in violation of HIPAA.
- o. Client acknowledges that SHC provides a valuable service to Client for which it will, pursuant to the terms of this Agreement and/or industry standards or practice, compensate SHC.
- p. In the event Health Care Personnel are injured in performing duties for Client, Client shall cooperate with SHC's investigation and response to such injury, including any need for light duty assignments.

#### 3. COMPENSATION AND BILLING:

- a. SHC will bill Client weekly for its services in accordance with the rate schedule attached as Schedule "A" (Rate Schedule). SHC reserves the unilateral right to increase the stated rates, due to increased employment costs, upon thirty (30) days written notice to the Client.
- b. The Rate Schedule will remain in effect for the term of the Agreement unless SHC provides Client a written notice of rate increase as set forth in paragraph 3.a above.
- c. Mileage costs will be invoiced by SHC and paid by Client, unless stated in the Rate Schedule.
- d. The Rate Schedule is inclusive of all costs associated with the specific assignment, such as wages, payroll taxes, insurance, and meals and lodging costs for travel assignments authorized by Client, unless otherwise stated. SHC and Client have entered into a reimbursable arrangement requiring SHC to maintain adequate records or other sufficient evidence to satisfy the substantiation requirements of Internal Revenue Code Section 274(d), which will be provided to the Client by invoice.
- e. Invoices are due upon receipt. Each invoice, or portion thereof, which remains unpaid for thirty (30) days after the invoice date, will bear interest at the rate of 1.5% per month. Client agrees to pay all attorneys' fees and costs incurred by SHC in collecting past due invoices. If Client disputes an invoice for services provided by SHC, Client must notify SHC in writing within fourteen (14) days of the date of the disputed invoice. All invoices that are not disputed in writing within 14 days of receipt are conclusively presumed to be valid and accepted by Client.
- f. Client is obligated to timely pay SHC invoices regardless of Client's ability to bill or collect from third party payors for professional services rendered by Health Care Personnel under this Agreement, which includes any of Client's billing issues based on Health Care Personnel's productivity requirements as defined by Client.
- **4. TERM:** The term of this Agreement, is twelve (12) months from the date first stated above, and will automatically renew annually on the anniversary date of the Agreement, unless sooner terminated by either party under this Section. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. However, scheduled assignments then occurring shall be completed and compensation paid to SHC. In the case of a breach of this Agreement, the non-breaching or non-defaulting party may immediately terminate this Agreement in writing upon the occurrence of any of the following events: failure to timely pay invoices, voluntary or involuntary filing for bankruptcy protection, or any material breach of the Agreement.
- 5. **RELATIONSHIP OF PARTIES:** Neither party is the agent of the other. Neither party is authorized to bind the other to any responsibility or obligation, without the written consent of the other. SHC and Client are

Revised: 03/2018 ©2018 SHC Services, Inc. Staffing Services Agreement, Page 3 of 7

- independent contracting entities and do not create a joint venture, partnership or association under federal or state law. Client shall not make any payment to Health Care Personnel, unless authorized in writing by SHC.
- **6. INDEMNIFICATION:** Each party to this Agreement agrees that they shall hold harmless, indemnify and defend the other party, its shareholders, directors, officers, agents and employees against any and all claims, causes of action, injuries and damages including, but not limited to, personal injury and property damage, including reasonable attorney's fees and court costs to the extent caused by any act or omission on the part of the other party, its agents, contractors or employees. SHC shall indemnify and defend Client against any claims by its Health Care Personnel for unpaid wages or workers' compensation, subject to SHC's right of subrogation.
- 7. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR OR BE REQUIRED TO INDEMNIFY THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES THAT ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) AND REGARDLESS OF HOW CHARACTERIZED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDEMNIFICATION OR DEFENSE, OR ANY AND ALL CLAIMS, LOSES, EXPENSES, INJURIES, DAMAGES, COSTS, INCLUDING ATTORNEY'S FEES AND EXPENSES, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT BY REASON OF ANY ACT OR OMISSION OF A PARTY, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE, IN AN AMOUNT WHICH EXCEEDS THE TERMS AND CONDITIONS OF A PARTY'S THEN EXISTING AVAILABLE AND APPLICABLE INSURANCE COVERAGE.
- **MAINTENANCE OF BOOKS AND RECORDS:** SHC shall keep and maintain records relating to services rendered hereunder as may be required by Client or by any fiscal intermediary, federal, state, or local government agency, or other party to whom billings for SHC's services are submitted which shall not be less than five (5) years from dates of services. Upon reasonable notice to SHC, Client shall have the right to inspect SHC's records, relating to services rendered under this Agreement, upon not less than fifteen (15) business days' written notice. Client shall pay all costs of requested copying.
- **9. COMPLIANCE:** Performance under the Agreement shall be: (a) in substantial compliance with all applicable federal, state, and local laws, rules, ordinances and regulation; and (b) consistent with the reasonable and lawful policies and procedures of the Client. SHC shall not knowingly jeopardize the licensure of the Client or its participation in the Medicare and/or Medicaid programs.
- **10. NON-APPROPRIATION OF FUNDS:** It is understood and agreed between the parties hereto that Client shall be bound and obligated hereunder only to the extent that funds shall have been appropriated and budgeted for the purposes of this agreement. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this agreement, Client shall immediately notify SHC of such occurrence and this agreement shall terminate on the last day of the fiscal year for which an appropriation was received without penalty or expense to Client of any kind whatsoever.
- **11. OWNERSHIP OF DOCUMENTS.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the Health Care Personnel in rendering services hereunder shall be the sole property of the Client who shall have the sole responsibility for maintaining all original documentation. Provided, that the SHC or the Health Care Personnel shall in no way be liable or legally responsible to anyone for the Client's use of any such materials, or following termination.
- **12. CONTINGENT FEES PROHIBITED**. The SHC warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the SHC, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SHC any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the SCHOOL BOARD shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement.
- 13. SUSPENSION AND DEBARMENT: Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signature below the parties certify that they nor any principal of the entity is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Revised: 03/2018 ©2018 SHC Services, Inc. Staffing Services Agreement, Page 4 of 7

**14. NOTICES**: Unless otherwise provided in this Agreement, Notice provided under this Agreement shall be deemed to have been delivered, when sent through US mail, postage pre-paid, certified, return receipt requested, five (5) days after mailing; or, by overnight mail, upon receipt, to the address of a party stated below.

Client:

International Leadership of Texas

Attn: Adriana Soria

SHC:

SHC Services Inc.
1640 W. Redstone Center Drive, Suite 200
Park City, Utah 84098
Attn: Contracting Department

The address for Notice may be changed in writing by providing the other party a new address for serving the Notice. In the event of a critical situation, service of a Notice by facsimile or email will accomplish delivery of a Notice, if the noticing party provides proof of receipt.

**15. CONFLICT OF INTEREST.** SHC hereby certifies and represents that none of the Client's officials, employees or agents has any significant financial or other pecuniary interest in the SHC's business enterprise or in the performance of this Agreement or any Assignment, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the Client.

#### **16. MISCELLANEOUS:**

- a. The laws of the State of Texas govern the interpretation and construction of this Agreement to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding maybe instituted.
- b. Neither party may assign this Agreement without the prior, written approval of the other.
- c. This Agreement shall constitute the entire Agreement of the parties. This Agreement also supersedes any and all other agreements or contracts, written or oral, between the parties with respect to the matters addressed herein. This Agreement may be amended at any time by mutual agreement of the parties, providing that such amendment is in writing and executed by both parties hereto, with the exception of the Rate Schedule which can be unilaterally updated by SHC as provided for in Section 3.a above.
- d. In the event that any clause in this Agreement is found to be invalid or unenforceable, all other clauses are severable and will remain in full force and effect.
- e. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. Furthermore, this Agreement may be executed and delivered by electronic transmission showing the signatures of the parties hereto.
- f. The parties agree that the terms and conditions of this Agreement are confidential. Neither party shall distribute this Agreement, or any part thereof, to third persons unless required by law or court or administrative order.
- g. Waiver of a term or condition of this Agreement is not enforceable, unless in writing, signed by the party against whom waiver is advanced. Any waiver shall only constitute waiver of a specific condition and will not operate to waive any other term or condition of the Agreement, or as a continuing waiver of the same condition.
- h. The undersigned represents that he/she is duly authorized by the Client to enter into this Agreement and bind the principal to performing the terms and conditions of this Agreement.
- Subsections 1.k., 2.g., 2.p. and Sections 6 and 7 shall survive termination of this Agreement.

**IN WITNESS WHEREOF**, the parties have signed and entered into this Agreement as of the Effective Date set forth above.

SHC SERVICES, INC. dba SUPPLEMENTAL HEALTH CARE		COMMUNIT	COMMUNITY ISD		
By:		By:			
Name:	Erin Johnson	Name:			
Title:	CSM	Title:			

Revised: 03/2018 ©2018 SHC Services, Inc. Staffing Services Agreement, Page 5 of 7

#### **SCHEDULE A**

#### **Bill Rates:**

	Hourly
Specialty	Rate
PT, OT, SLP	\$66-68
Diag	\$68
LSSP	\$68-72
PTA, COTA. SLPA	\$56
RN	\$54
LVN	\$43
LPC	\$60
Music Therapist	\$57
AI, VI, SPED Teacher	\$58-60

<sup>\*</sup>All rates are all-inclusive of payroll costs, employee benefits, workers' compensation insurance, malpractice insurance, and travel expenses if required.

**Confirmation of Assignment.** The rates above are the minimum base rates for this Agreement; however, the parties acknowledge that depending on the length of the job assignment, specific credentialing requirements, and/or the availability of staff, there may be times that the actual bill rate will exceed the rates set forth above. Therefore, the parties have/will execute a Confirmation of Assignment (COA) that will set out the specific requirements for the assignment as well as the applicable bill rate.

**Minimum Guarantee.** Client agrees to schedule all Health Care Personnel confirmed for either a Travel Contract period and/or Local Contract for the weekly minimum hours of forty (40) for all eight (8), ten (10) or any combination of eight (8) or ten (10) hours shifts; and a minimum of thirty-six (36) hours for all twelve (12) hour shifts ("Minimum Hours") and to guarantee the total assignment hours ("Minimum Assignment Hours") for the assignment as specified on the COA. The calculation of the guaranteed minimum work week includes regular, call back and overtime hours worked, but does not include any "on-call" time. Client may place such Health Care Personnel in normal rotation to transfer/float in accordance with section 2.e of this Agreement, if necessary, in order to meet the Minimum Assignment Hours requirement. Notwithstanding the foregoing, the Minimum Hours or Minimum Assignment Hours shall not apply to Health Care Personnel who are assigned to the Client on a per diem basis.

**Breaks/Meal Periods.** Client shall provide Health Care Personnel all breaks and meal periods required pursuant to state and federal law. It is the Client's responsibility to ensure that such break/meal period is identified on the Health Care Personnel's time sheets prior to approving such time sheet.

**Mileage Costs:** Client shall be invoiced and shall pay the then-current IRS Standards, for all local mileage for Health Care Personnel while traveling between Client's facilities.

**Meals and Lodging Costs**: All rates set forth herein are inclusive of meals and lodging costs, if incurred.

**Workweek:** SHC's workweek is defined as Sunday – Saturday.

#### **Cancellations:**

- Contract Assignments: If Client wishes to cancel a contract assignment before such assignment begins, Client must provide SHC at least fourteen (14) days prior written notice of the scheduled commencement date of that assignment. If less than fourteen (14) days' notice is provided, then Client shall be invoiced a penalty equal to three (3) shifts of said assignment.
- **Travel Assignments:** If Client wishes to cancel a travel assignment that has begun, Client shall provide SHC with a minimum of thirty (30) days prior written notice and SHC shall invoice Client for any costs incurred for travel and lodging that could not be cancelled. If less than thirty (30) days' notice is provided, Client shall pay the total contracted amount for such travel assignment as if the Health Care Personnel had worked the full assignment as well as any costs incurred for travel and lodging that could not be cancelled due to the short notice.
- **Per Diem Assignments:** If Client wished to cancel a per diem assignment prior to assignment begins, Client must provide SHC with twenty-four (24) hours prior notice of cancellation; otherwise a four (4) hour minimum billing will be assessed.

**Billable Employment Conversion Costs**: A Health Care Personnel may be employed by the Client after the completion of 1,040 hours of service as an SHC employee at the Client facility and Client pays to SHC a fee of \$7,000 for the positions of PT/OT/SLP/RN and \$5,000 for the positions of PTA/COTA/LPN/LVP and \$2,500 for CNA.

Revised: 03/2018 ©2018 SHC Services, Inc. Staffing Services Agreement, Page 6 of 7

As clarification of Section 2.g., any Health Care Personnel, whose application has been submitted to Client by SHC, may not be employed at Client either directly, or through another staffing referral company, for one year following the submission of the application.

**Direct Placement Fee:** In the event the Client wishes to have SHC to conduct a search for qualified candidates to be hired by Client ("Candidate"), Client agrees to pay SHC a recruitment fee of 20% of the Candidate's first year salary, for any Candidate presented to Client by SHC who accepts a position with any clinic, group or organization owned, operated, subcontracted with or otherwise affiliated with Client whether or not in Client's actual community. This recruitment fee shall apply to each Candidate introduced by SHC for a permanent position, whether the Candidate has actually performed medical services through SHC. The fee will be due when an employment agreement, either written or verbal, is reached between the Client and the Candidate, or on the first day that the Candidate begins work for Client, whichever comes first.

**Increase of Bill Rates**: SHC reserves the right to unilaterally amend this Schedule A to increase the rates set forth above: (1) in the event there is an increase in SHC's burden costs as a result of any governmental mandate; and/or (2) at the beginning of each calendar year if there is an increase in the health care index., provided that SHC sends Client a written notice thirty (30) days in advance of such increase.

©2018 SHC Services, Inc. Staffing Services Agreement, Page 7 of 7

Revised: 03/2018

## **Cover Sheet**

# CONSIDER/ACT ON AMENDMENT OF EXTENDED SICK LEAVE POLICY

Section: IV. Board Action Items on the Consent Agenda

Item: C. CONSIDER/ACT ON AMENDMENT OF EXTENDED SICK LEAVE

**POLICY** 

Purpose: Vote

Submitted by:

Related Material: Proposed Amended Ext Sick Leave pg EH19-20 clean.pdf

Proposed Amended Ext Sick Leave pg EH19-20 markup.pdf

Proposed Amended PG 4.13.2 clean.pdf Proposed Amended PG 4.13.2 markup.pdf Leave Act, if an employee accumulates more than <u>ten days</u> of absence after exhausting all available paid and unpaid leave, the employee will be separated due to unavailability for work, subject to any reasonable accommodation duties ILTexas may have under the Americans with Disabilities Act (ADA). Any employee separated for unavailability for work following exhaustion of all available leave may be eligible for rehire and will be able to apply for any vacancies that may exist at any given time, depending upon qualifications and availability of job openings.

#### 6.5 Extended Sick Leave

ILTexas shall also provide all employees 25 days of extended sick leave. This leave may only be used if an employee has exhausted his or her earned Local Leave benefits and only for the employee's personal illness or disability, including pregnancy-related disability or for a member of the employee's immediate family. Immediate family is defined as husband, wife, child (including a biological, adopted, stepchild, a child for whom the employee stands in loco parentis, or foster child), father, mother, brother, sister, grandfather, grandmother, grandchildren, or any person who may be residing in the employee's household at the time of illness or death.

Extended sick leave is to be used for single, long-term illnesses or conditions. "Single" is defined as one illness or condition; "long-term" is defined as an absence of ten or more days. An employee is eligible for extended sick leave once every three years.

A doctor's written statement confirming the need for extended sick leave shall be required before leave is granted, and periodically thereafter as determined by ILTexas. Extended sick leave will stop on the date the doctor releases the employee or when all extended sick leave has been exhausted, whichever comes first.

The daily rate of a substitute shall be deducted from an employee's daily pay during a period of extended sick leave. The Superintendent shall adopt procedures to implement and control Extended Sick Leave benefits.

## **Emergency Leave**

Employees may be granted up to 5 days of emergency leave without loss of pay or accumulated Local Leave for destruction of their home or domicile due to flood, fire, or storm, other natural disasters or force majeure. Such leave is subject to the approval of the Superintendent or designee. Any further leave granted will result in a deduction of accumulated Local Leave, a deduction of the daily rate of pay, or unpaid leave, unless otherwise provided by ILTexas.

For questions regarding the Emergency Leave Pool program, or to request a withdrawal, please contact the Office of Human Resources.

## 6.7 Family and Medical Leave Act (FMLA)

The Family and Medical Leave Act ("FMLA") provides employees who meet certain eligibility criteria with unpaid leave for certain family and medical reasons during a 12-month period. During this leave, eligible employees are entitled to continue group health plan coverage as if they had continued to work. At the conclusion of the leave, subject to some exceptions, eligible employees generally have the right to return to the same or an equivalent position and equivalent pay, benefits and working conditions.

44

Employee Handbook: Policies, Procedures, and Practices 2019–2020

Leave Act, if an employee accumulates more than <u>ten days</u> of absence after exhausting all available paid and unpaid leave, the employee will be separated due to unavailability for work, subject to any reasonable accommodation duties ILTexas may have under the Americans with Disabilities Act (ADA). Any employee separated for unavailability for work following exhaustion of all available leave may be eligible for rehire and will be able to apply for any vacancies that may exist at any given time, depending upon qualifications and availability of job openings.

#### **6.5** Extended Sick Leave

ILTexas shall also provide all employees who have worked for ILTexas for at least one-full year 25 days of extended sick leave. This leave may only be used if an employee has exhausted his or her earned Local Leave benefits and only for the employee's personal illness or disability, including pregnancy-related disability or for a member of the employee's immediate family. Immediate family is defined as husband, wife, child (including a biological, adopted, stepchild, a child for whom the employee stands in loco parentis, or foster child), father, mother, brother, sister, grandfather, grandmother, grandchildren, or any person who may be residing in the employee's household at the time of illness or death.

Extended sick leave is to be used for single, long-term illnesses or conditions. "Single" is defined as one illness or condition; "long-term" is defined as an absence of ten or more consecutive days. An employee is eligible for extended sick leave once every three years.

A doctor's written statement confirming the need for extended sick leave shall be required before leave is granted, and periodically thereafter as determined by ILTexas. Extended sick leave will stop on the date the doctor releases the employee or when all extended sick leave has been exhausted, whichever comes first.

The daily rate of a substitute shall be deducted from an employee's daily pay during a period of extended sick leave. The Superintendent shall adopt procedures to implement and control Extended Sick Leave benefits.

#### 6.6 **Emergency Leave**

Employees may be granted up to 5 days of emergency leave without loss of pay or accumulated Local Leave for destruction of their home or domicile due to flood, fire, or storm, other natural disasters or force majeure. Such leave is subject to the approval of the Superintendent or designee. Any further leave granted will result in a deduction of accumulated Local Leave, a deduction of the daily rate of pay, or unpaid leave, unless otherwise provided by ILTexas.

For questions regarding the Emergency Leave Pool program, or to request a withdrawal, please contact the Office of Human Resources.

### 6.7 Family and Medical Leave Act (FMLA)

The Family and Medical Leave Act ("FMLA") provides employees who meet certain eligibility criteria with unpaid leave for certain family and medical reasons during a 12-month period. During this leave, eligible employees are entitled to continue group health plan coverage as if they had continued to work. At the conclusion of the leave, subject to some exceptions, eligible employees generally have the right to return to the same or an equivalent position and equivalent pay, benefits and working conditions.

44

Employee Handbook: Policies, Procedures, and Practices 2019–2020

## INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC.

#### **BOARD POLICY MANUAL**

POLICY GROUP 4 – PERSONNEL VACATION AND SICK LEAVE

PG-4.13

#### Sec. 4.13.1. PERSONAL LEAVE

INTERNATIONAL LEADERSHIP OF TEXAS ("ILTexas") does participate in the State Personal Leave Program under Education Code, Chapter 22.

#### **Sec. 4.13.1.1.** Local Leave

**ILTexas** grants all employees three (3) local leave days annually. The Superintendent shall adopt procedures to implement and control Local Leave benefits.

#### Sec. 4.13.1.2. Medical Certification

Any employee who is absent more than three days because of a personal or family illness must submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and – in the case of personal illness – the employee's fitness to return to work.

#### Sec. 4.13.1.3. Forfeiture of Leave

Local Leave does not accumulate or roll forward from year to year, and is forfeited upon resignation, retirement, or termination from employment.

#### Sec. 4.13.2. EXTENDED SICK LEAVE

**ILTexas** shall also provide all employees 25 days of extended sick leave. This leave may only be used if an employee has exhausted his or her earned Local Leave benefits and only for the employee's personal illness or disability, including pregnancy-related disability or for a member of the employee's immediate family. Immediate family is defined as husband, wife, child (including a biological, adopted, stepchild, a child for whom the employee stands in loco parentis, or foster child), father, mother, brother, sister, grandfather, grandmother, grandchildren, or any person who may be residing in the employee's household at the time of illness or death.

Extended sick leave is to be used for single, long-term illnesses or conditions. "Single" is defined as one illness or condition; "long-term" is defined as an absence of ten or more days. An employee is eligible for extended sick leave once every three years.

A doctor's written statement confirming the need for extended sick leave shall be required before leave is granted, and periodically thereafter as determined by **ILTexas**. Extended sick leave will stop on the date the doctor releases the employee or when all extended sick leave has been exhausted, whichever comes first.

DATE ISSUED: June 19, 2019

1 of 3



## INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC. BOARD POLICY MANUAL

POLICY GROUP 4 – PERSONNEL VACATION AND SICK LEAVE

PG-4.13

The daily rate of a substitute shall be deducted from an employee's daily pay during a period of extended sick leave, even if a substitute is not used. The Superintendent shall adopt procedures to implement and control Extended Sick Leave benefits.

#### Sec. 4.13.3. EMERGENCY LEAVE

Employees may be granted up to 5 days of emergency leave without loss of pay or accumulated Local Leave for destruction of their home or domicile due to flood, fire, or storm, other natural disasters or force majeure. Such leave is subject to the approval of the Superintendent or designee. Any further leave granted will result in a deduction of accumulated Local Leave, a deduction of the daily rate of pay, or unpaid leave, unless otherwise provided by **ILTexas**.

#### Sec. 4.13.4. BEREAVEMENT LEAVE

**ILTexas** employees may be absent, without loss of pay, in the event of the death of one of the following relatives of the employee or his or her spouse: husband, wife, child (including a biological, adopted, stepchild, a child for whom the employee stands in loco parentis, or foster child), father, mother, brother, sister, grandfather, grandmother, grandchildren, or any person who may be residing in the employee's household at the time of illness or death. No more than 3 paid local leave days will be used for this purpose in any one school year unless otherwise approved by the Superintendent or designee.

#### Sec. 4.13.5. RELIGIOUS OBSERVANCES

An employee requesting to attend a religious observance on a regularly scheduled school day may use Personal Leave. In the event that all Personal Leave has been used, deductions from the employee's salary shall be made on the basis of the employee's daily rate of pay.

### Sec. 4.13.6. Jury Duty and Other Court Appearances

**ILTexas** will pay a non-exempt employee his or her normal daily compensation for each regularly scheduled workday on which the employee serves in any phase of jury service. Any employee selected for jury duty must notify his or her supervisor within 48 hours of the court's notice. The employee must also present documentation of jury service to his or her supervisor.

Employees will be paid while on leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding. Absences for court appearances related to an employee's personal business must be taken as local leave or leave without pay (if no local leave is available). Employees may be required to submit documentation of their need for leave for court appearances.

DATE ISSUED: June 19, 2019 2 of 3



## INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC.

#### **BOARD POLICY MANUAL**

POLICY GROUP 4 – PERSONNEL VACATION AND SICK LEAVE

PG-4.13

#### Sec. 4.13.1. PERSONAL LEAVE

INTERNATIONAL LEADERSHIP OF TEXAS ("ILTexas") does participate in the State Personal Leave Program under Education Code, Chapter 22.

#### **Sec. 4.13.1.1.** Local Leave

**ILTexas** grants all employees three (3) local leave days annually. The Superintendent shall adopt procedures to implement and control Local Leave benefits.

#### Sec. 4.13.1.2. Medical Certification

Any employee who is absent more than three days because of a personal or family illness must submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and — in the case of personal illness — the employee's fitness to return to work.

#### Sec. 4.13.1.3. Forfeiture of Leave

Local Leave does not accumulate or roll forward from year to year, and is forfeited upon resignation, retirement, or termination from employment.

#### Sec. 4.13.2. EXTENDED SICK LEAVE

ILTexas shall also provide all employees who have-worked for ILTexas for at least one-full-year 25 days of extended sick leave. This leave may only be used if an employee has exhausted his or her earned Local Leave benefits and only for the employee's personal illness or disability, including pregnancy-related disability or for a member of the employee's immediate family. Immediate family is defined as husband, wife, child (including a biological, adopted, stepchild, a child for whom the employee stands in loco parentis, or foster child), father, mother, brother, sister, grandfather, grandmother, grandchildren, or any person who may be residing in the employee's household at the time of illness or death.

Extended sick leave is to be used for single, long-term illnesses or conditions. "Single" is defined as one illness or condition; "long-term" is defined as an absence of ten or more consecutive days. An employee is eligible for extended sick leave once every three years.

A doctor's written statement confirming the need for extended sick leave shall be required before leave is granted, and periodically thereafter as determined by **ILTexas**. Extended sick leave will stop on the date the doctor releases the employee or when all extended sick leave has been exhausted, whichever comes first.

DATE ISSUED: June 19, 2019

1 of 3



## INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC. BOARD POLICY MANUAL

POLICY GROUP 4 – PERSONNEL VACATION AND SICK LEAVE

PG-4.13

The daily rate of a substitute shall be deducted from an employee's daily pay during a period of extended sick leave, even if a substitute is not used. The Superintendent shall adopt procedures to implement and control Extended Sick Leave benefits.

#### Sec. 4.13.3. EMERGENCY LEAVE

Employees may be granted up to 5 days of emergency leave without loss of pay or accumulated Local Leave for destruction of their home or domicile due to flood, fire, or storm, other natural disasters or force majeure. Such leave is subject to the approval of the Superintendent or designee. Any further leave granted will result in a deduction of accumulated Local Leave, a deduction of the daily rate of pay, or unpaid leave, unless otherwise provided by **ILTexas**.

#### Sec. 4.13.4. BEREAVEMENT LEAVE

**ILTexas** employees may be absent, without loss of pay, in the event of the death of one of the following relatives of the employee or his or her spouse: husband, wife, child (including a biological, adopted, stepchild, a child for whom the employee stands in loco parentis, or foster child), father, mother, brother, sister, grandfather, grandmother, grandchildren, or any person who may be residing in the employee's household at the time of illness or death. No more than 3 paid local leave days will be used for this purpose in any one school year unless otherwise approved by the Superintendent or designee.

#### Sec. 4.13.5. RELIGIOUS OBSERVANCES

An employee requesting to attend a religious observance on a regularly scheduled school day may use Personal Leave. In the event that all Personal Leave has been used, deductions from the employee's salary shall be made on the basis of the employee's daily rate of pay.

#### Sec. 4.13.6. JURY DUTY AND OTHER COURT APPEARANCES

**ILTexas** will pay a non-exempt employee his or her normal daily compensation for each regularly scheduled workday on which the employee serves in any phase of jury service. Any employee selected for jury duty must notify his or her supervisor within 48 hours of the court's notice. The employee must also present documentation of jury service to his or her supervisor.

Employees will be paid while on leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding. Absences for court appearances related to an employee's personal business must be taken as local leave or leave without pay (if no local leave is available). Employees may be required to submit documentation of their need for leave for court appearances.

DATE ISSUED: June 19, 2019 2 of 3



## **Cover Sheet**

## CONSIDER/ACT ON AUGUST, 2019 FINANCIAL REPORT

Section: V. Board Action Items for Separate Consideration

Item: A. CONSIDER/ACT ON AUGUST, 2019 FINANCIAL REPORT

Purpose: Vote

Submitted by:

Related Material: AUGUST 31\_2019 FINANCIALS.pdf

### **State of Financials and Key Ratios**

Key Ratio / Indicators	Results	Stat us	Notes
YTD Change in Net Assets	\$3,243,973	G	Modified basis
Projected 6/30/20 Days Cash On Hand	58.16	G	Preferred benchmark 20-60 days for FIRST and 45 days for Bond
Administrative Ratio (function 21+41/11+12+13+31)	6.71%	G	FIRST threshold 14%
Current Enrollment (As of end of Month)	19,277	Y	Budgeted 19,350
Current Ratio (current asset/current liabilities)	11.32	G	1.00
Debt Service Coverage Ratio (net income before int. pmt and dep / Int and principal pmt)	1.27x	G	1.10x

## **Special Notations and Projections**

#### Agenda Topics / Decisions to be Made

**■** Financial Reports:

Financial Reports for ILT: Financial Dashboard, Income Statement, Cash Flow projection and Balance Sheet.

- Financing Updates: TBD
- Other Financial Related Reports:
- Financial Management Related Policies for BOD Discussion: If yes, please attach motion form
- In Compliance with Financial Policies (Yes or No):

### **Activities in Progress or Accomplished**

■ The Audit field work has been completed. We now move towards producing a rough draft of the audit by early October. The target is to have the 2018-19 Audit completed for approval at the October 16th Board meeting.







#### STATEMENT OF FINANCIAL POSITION

ASSETS	UNAUDITED	ALIGHETT 21 2010
CURRENT ASSETS	<u>JUNE 30, 2019</u>	AUGUST 31, 2019
Cash and cash equivalents	\$ 58,156,962	52,767,889
Due from STATE and FEDERAL programs	26,091,462	17,123,219
Other Receivables	1,074,261	1,080,883
Deferred Expense	187,270	1,250,159
Other Current Assets	603,255	597,755
Total Current Assets	86,113,210	72,819,905
DDODEDTY AND EQUIDMENT		
PROPERTY AND EQUIPMENT	29 920 724	20 020 724
Land	38,839,724	38,839,724
Buildings	428,658,506	428,658,506
Furniture and equipment Vehicles	16,581,789	16,581,612
	2,402,627	3,075,143
Less accumulated depreciation	(37,813,157)	(40,195,484)
Total Property and Equipment Total Assets	448,669,488 \$ 534,782,699	446,959,501
Total Assets	\$ 334,782,099	519,779,406
LIABILITIES		
CURRENT LIABILITIES		
Accounts Payable	\$ 2,309,652	19,165
Due to student groups	807,751	821,031
Loans - Current	-	-
Deferred revenue_Non earned FSP funds	377,244	339,718
Accrued wages payable	11,558,138	-
Payroll deductions and withholdings	1,131,278	3,260
Accrued expenses	-	-
Other Liabilities	-	-
Current portion of Capital lease payable	-	-
Current portion of long-term debt	5,246,978	5,246,978
Total Current Liabilities	21,431,040	6,430,153
LONG-TERM LIABILITIES		
Loans	-	-
Other Liabilities	-	-
Finance(Buildings) Lease Liability	-	-
Long-term debt	510,832,238	507,585,861
Total Long-Term Liabilities	510,832,238	507,585,861
Total Liabilities	\$ 532,263,278	514,016,013
NET ASSETS		
Unrestricted(Beg. 7-1-19 balance)	\$ 2,519,420	2,519,420
Current Year Change in Net Asset (Revenue/Expenses)	,,	3,243,973
Total Net Assets	2,519,420	5,763,393
Total Liabilities and Net Assets	\$ 534,782,699	519,779,406
-	* ** · · · · · · · · · · · · · · · · ·	,,

<sup>\*\*\*</sup>Internally Prepared Financial Statements

## INTERNATIONAL LEADERSHIP OF TEXAS REVENUES & EXPENDITURES MONTHLY REPORT

Ending Net Assets 6/30/19(Unaudited)

2,519,420

	Revised	July	August	YTD	%age
REVENUE	Budget	Actuals	Actuals	TOTAL	of Budget
5700 Local	3,028,770	69,997	539,563	609,560	
5800 State	186,846,220	15,411,602	15,411,602	30,823,203	
5900 Federal	16,879,403	12,979	4,714	17,694	
	206,754,393	15,494,578	15,955,879	31,450,457	15%
EVDENCE					
EXPENSE 11 Instructional	02 162 444	6 267 915	6 024 764	12 102 570	14%
	93,163,444	6,267,815	6,924,764	13,192,579	
12 Library and Media	1,014,102	65,383	66,308	131,692	
13 Curriculum development	8,110,100	410,790	532,657	943,447	
21 Instructional Leadership	1,588,892	90,635	108,264	198,898	
23 School Leadership	9,649,980	719,975	757,617	1,477,592	
31 Guidance & Counseling	5,538,136	311,472	321,339	632,811	
32 Social services	136,981	97	5,776	5,873	
33 Health Services	1,783,625	106,324	110,996	217,320	
34 Student Transportation	1,719,724	58,494	70,235	128,729	
35 Food Services	8,388,928	23,678	38,022	61,701	
36 Extra Curricular Activities		80,776	237,417	318,193	
41 General Administration	5,371,111	402,931	398,571	801,502	
51 Facilities Maintenance	24,874,420	1,832,526	2,177,128	4,009,655	
52 Security and Monitoring	2,119,431	0	15,854	15,854	1%
53 Technology / Data Systems	6,287,083	279,261	489,823	769,084	12%
61 Community Services	1,244,120	29,014	27,740	56,754	5%
71 Debt Service	31,789,635	2,627,513	2,617,288	5,244,800	16%
Total	204,691,468	13,306,685	14,899,799	28,206,484	14%
Change in Net Assets	2,062,925	2,187,893	1,056,080	3,243,973	
<b>Ending Net Assets Balance</b>	ce			5,763,393	
6100 Payroll	118,169,051	7,738,945	8,830,654	16,569,599	14%
6200 Contr. Services	28,444,179	1,192,616	1,695,321	2,887,936	
6300 Supplies	7,928,243	238,755	290,640	529,396	
6400 Oth. Operating	18,410,359	1,508,857	1,465,896	2,974,753	
6500 Debt Service	31,739,635	2,627,513	2,617,288	5,244,800	
6600 Capital Outlay	0	0	0	0	
1	204,691,468	13,306,685	14,899,799	28,206,484	

<sup>\*\*</sup>Internally prepared Financials, subject to change.

#### International Leadership of Texas Cash Flow Projection

UNAUDITED Beg. Bal. (6/30/19) Cash Balance 19,664,796 19,221,009 18,088,978 19,450,637 20,812,296 22,173,955 23,535,615 24,897,274 26,258,933 27,620,592 28,982,251 30,343,910 July '19 October '19 November '19 January '20 February '20 March '20 April '20 May '20 June '20 August '19 September '19 December '19 Inflows 69,997 539,563 250,000 250,000 250,000 250,000 250,000 Local 250,000 250,000 250,000 250,000 250,000 State 11,661,349 12,722,204 15,411,601 15,411,601 15,411,601 15,411,601 15,411,601 15,411,601 15,411,601 15,411,601 15,411,601 15,411,601 Federal 1,048,215 206,801 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 Other Sources Short-term Loan 16,911,601 Total inflows 12,779,560 13,468,568 16,911,601 16,911,601 16,911,601 16,911,601 16,911,601 16,911,601 16,911,601 16,911,601 16,911,601 Outflows Payroll 7,738,945 8,830,654 9,150,000 9,150,000 9,150,000 9,150,000 9,150,000 9,150,000 9,150,000 9,150,000 9,150,000 9,150,000 2,300,000 Contr. Srvcs 1,192,616 1,695,321 2,300,000 2,300,000 2,300,000 2,300,000 2,300,000 2,300,000 2,300,000 2,300,000 2,300,000 Supplies 238,755 290,640 241,018 241,018 241,018 241,018 241,018 241,018 241,018 241,018 241,018 241,018 Oth. Oper. 358,857 315.896 358,924 358,924 358,924 358,924 358,924 358,924 358,924 358,924 358,924 358,924 Debt Service 2,627,513 2,617,288 3,125,000 3,125,000 3,125,000 3,125,000 3,125,000 3,125,000 3,125,000 3,125,000 3,125,000 3,125,000 Capital Outlay Short-term loan Non-Expense(Principal) 1,066,662 850,800 375,000 375,000 375,000 375,000 375,000 375,000 375,000 375,000 375,000 375,000 Total outflows 13,223,348 15,549,942 15,549,942 15,549,942 15,549,942 15,549,942 15,549,942 15,549,942 15,549,942 15,549,942 15,549,942 14,600,599

22,173,955

23,535,615

24,897,274

26,258,933

27,620,592

28,982,251

30,343,910

31,705,569

Month End Balance

19,221,009

18,088,978

19,450,637

20,812,296

<sup>\*\*</sup>Internally Prepared projection

