



International Leadership of Texas, Inc.

August 18, 2021 Regular Board Meeting

Date and Time

Wednesday August 18, 2021 at 6:15 PM CDT

Board of Directors of International Leadership of Texas August 18, 2021

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 to be considered by 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 set forth herein.

Special Notice: Public Meetings at Headquarters are Suspended Until Further Notice:

International Leadership of Texas Board of Directors will be holding its regularly scheduled public board meeting at the date and time noticed above. Members of the public will be able to watch the meeting via the link <https://zoom.us/j/801651349> or by a link that will be posted on the ILTexas.org website (click the button "Board Meetings" to view any updates to this Notice).

If you would like to sign up to speak at the meeting, please send your name to board@iltexas.org, 24-Hours in advance of the noticed Meeting time so that we will be able to promote you to a panelist, which will allow you to speak with our board members.

It normally is the intent of the Board to have a quorum physically present at the above address and to allow any Board members not physically present to participate by live two-way video and audio feed in accordance with the Texas Open Meetings Act. However, due to the COVID-19 Coronavirus Pandemic and the governmental and administrative responses to that Pandemic, the Board intends to conduct the Meeting via videoconference. A quorum of the Board will not be physically present at the usual Headquarters address. Neither will the presiding officer physically be present there. Nevertheless, the Meeting will be open to the public. Every effort will be made to facilitate public viewing of the Meeting while it is in progress via live video feed and, subject to limitations of the technology and logistics, to allow the usual opportunities for those who

wish to speak to do so. Please access this Agenda via the ILTexas website as the time of the Meeting approaches, in order to find any additional information or updated links concerning the Meeting.

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 1651 N. Glenville Dr., #216, 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 Simmenssen, For ILTexas' Board

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:15 PM
Opening Items			
A. Record Attendance and Guests			
B. Call the Meeting to Order			
II. Approve Minutes of Prior Meetings			
A. APPROVE MINUTES OF JULY 21, 2021 REGULAR BOARD MEETING	Approve Minutes		
III. Public Speakers			
Board Services			
A. Guests speaking, if any	FYI		
IV. Superintendent-CEO Report and Information Items			
A. SUPERINTENDENT-CEO REPORT	FYI	Eddie Conger	
Strategic Review Steering Committee update			
Update on in-school masking legal issues			
B. SCHOOL LEADERSHIP REPORT	FYI	Dr. Thomas Seaberry	
C. DEPUTY SUPERINTENDENT OF ACADEMIC STUDENT SERVICES REPORT	FYI	Dr. Laura Carrasco	
D. CHIEF ADMINISTRATIVE OFFICER REPORT	FYI	Jerry McCreight	
V. BOARD COMMITTEE REPORTS			

	Purpose	Presenter	Time
A. REPORT FROM FINANCE AND AUDIT COMMITTEE	Discuss	Tracy Cox	
B. REPORT FROM NOMINATION COMMITTEE	Discuss	Dr. Lynne Beach	

VI. Executive Session

- 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.
- B. CONSULT WITH ATTORNEY PURSUANT TO GOVERNMENT CODE 551.071** Discuss
 Consultation with counsel.

VII. CONSENT AGENDA

- A. CONSIDER/ACT TO APPROVE AUGUST 18, 2021 CONSENT AGENDA ITEMS** Vote
 Approve August 18, 2021 Consent Agenda Items, namely:
 1. Approve ILTexas Policy (PG-2.20, Revised, to issue 08/18/2021) on Accelerated Instruction pursuant to HB4545
 2. Approve School Year 2021-2022 ILTexas Data Quality Manual (PEIMS)
 3. Ratify engagement of Gravely Law Firm in connection with Garland construction defect litigation

VIII. Board Items for Discussion/Action

- A. CONSIDER/ACT ON JULY, 2021 FINANCIAL REPORT** Vote James Dworkin
 Discuss/Take Action to approve the July, 2021 International Leadership of Texas, Inc. Financial Report.
- B. CONSIDER/ACT TO AUTHORIZE ADMINISTRATIVE REPLACEMENT OF REVOLVING CREDIT FACILITIES** Vote James Dworkin
 Discuss/Take Action to authorize administration (either CEO or CFO) to replace the current revolving credit facilities with new revolving credit facilities totaling not more than \$120MM in accordance with PNC Term Sheet dated July 30,2021, expanding the credit agreement from the current limit of \$35MM to as high as \$120MM.
- C. CONSIDER/ACT TO AUTHORIZE ADMINISTRATIVE ESTABLISHMENT AND TERMINATION OF BANK AND INVESTMENT ACCOUNTS** Vote James Dworkin
 Discuss/Take Action to authorize administration (either CEO or CFO) to establish new bank accounts and investment accounts and terminate established bank accounts and investment accounts.

	Purpose	Presenter	Time
D. CONSIDER/ACT TO APPROVE INTERLOCAL AGREEMENT WITH TRINITY BASIN PREPARATORY FOR PAYROLL SERVICES	Vote	James Dworkin	
E. CONSIDER/TAKE ACTION TO APPOINT ILTEXAS-GLOBAL BOARD MEMBER	Vote	Eddie Conger	
Discuss/Take action to appoint ILTexas Board Member for the single seat it can appoint to ILTexas-Global Board of Directors.			
F. CONSIDER/ACT ON AUTHORIZATION OF SLHA TO FILE SUIT AGAINST CITY OF DALLAS	Vote	Tim Brightman	
Discuss/approve the authorization of the law firm of Shulman, Lopez, Hoffer and Adelstein to file suit against the City of Dallas re denial of approval of building a school at ILTexas' property located at 7811 University Lakes, Dallas, TX			
G. CONSIDER/ACT ON RFQ 21-006 FOR ARCHITECTURAL SERVICES FOR NEW CANEY-AREA K-8s, HIGH SCHOOL, AND SUPPORT FACILITIES PROJECTS	Vote	Charles Klein	
Discuss/Take Action to approve administration's recommendation for RFQ 21-006 for Architectural Services related to the building of two K-8s, one High School, and potential Support Facilities. Pursuant to Texas State Procurement Law, the RFQ was posted on the ILTexas website on August 6, and requests for response were sent to Kirksey, PBK, and Pivot North, and responses were expected by August 16.			
H. CONSIDER/ACT ON RFQ 21-007 FOR CONSTRUCTION MANAGEMENT SERVICES FOR NEW CANEY-AREA K-8s, HIGH SCHOOL, AND SUPPORT FACILITIES PROJECTS	Vote	Charles Klein	
Discuss/Take Action to approve administration's recommendation for RFQ 21-007 for Construction Management Services related to the building of two K-8s, one High School, and potential Support Facilities. Pursuant to Texas State Procurement Law, the RFQ was posted on the ILTexas website on August 6, and requests for response were sent to Durotech, Key, and Linbeck, and responses were expected by August 16.			
I. CONSIDER/ACT ON AUTHORIZING THE ADMINISTRATION TO PURCHASE REAL PROPERTY FOR MANSFIELD K-8 CONSISTENT WITH THE EXECUTED LOI	Vote	Charles Klein	
Discuss/Take Action to authorize the administration to purchase 18.48 acres of real property located at Double Oak Avenue; Grand Prairie, TX 76065 (6'16 J Lawrence 54.419 Acres) from TEXDEVCO GP LLC for \$5,232,427.20 to serve as the site for ILTexas Mansfield K-8 in accordance with the executed Letter of Instruction between the Owner and ILTexas.			
J. CONSIDER/ACT ON AUTHORIZING THE ADMINISTRATION TO CLOSE ON THE DONATION OF LAND FOR BG RAMIREZ K-8	Vote	Charles Klein	
Discuss/Take action to authorize the administration to close on the donation of 17.10 acres of land at Road 5200 (Community Drive) and Road 5500 (Alameda Drive); Cleveland, TX 77327 from Colony Ridge Development, LLC for a value that is being determined via appraisal to serve as the site for ILTexas BG Ramirez K-8.			
K. CONSIDER/ACT ON AUTHORIZING THE ADMINISTRATION TO CLOSE ON THE PURCHASE OF LAND FOR PEARLAND K-8	Vote	Charles Klein	

	Purpose	Presenter	Time
Discuss/Take action to authorize the administration to close on the purchase of 16.502 acres of land at East Broadway Street and Liberty Drive; Pearland, TX 77581 from Lidl US Operations LLC for \$4,312,962.72 to serve as the site for ILTexas Pearland K-8.			

L. CONSIDER/ACT ON AUTHORIZING THE ADMINISTRATION TO CLOSE ON THE PURCHASE OF LAND FOR RICHMOND K-8	Vote	Charles Klein	
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Discuss/Take action to authorize the administration to close on the purchase of approximately 22 acres of land at 1202 FM 359; Richmond, TX 77406 from Askew Real Estate & Investments LLC for \$3,402,036.00 to serve as the site for ILTexas Richmond K-8.

M. CONSIDER/ACT ON CHANGE ORDER IN CONTRACT FOR KELLER-SAGINAW HS EXPANSION PROJECT	Discuss	Charles Klein	
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Discuss/Take Action to authorize administration to enter into a \$63,770.79 change order in a previously signed GMP contract with Waltz Construction for the Keller-Saginaw High School Expansion Project where a redesign after contract execution resulted in the change of a classroom into cadet locker rooms and substantial electrical changes on the firing range for the MCJROTC program. The net change to the contract is \$49,994.34.

N. CONSIDER/ACT ON CHANGE ORDER IN CONTRACT FOR LANCASTER-DESOTO HS PHASE II PROJECT	Vote	Charles Klein	
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Discuss/Take Action to authorize administration to enter into a potential change order for up to \$25,000 in a previously signed contract for Lancaster-DeSoto HS Phase II Project for potential need to schedule work after normal operating hours to accommodate building activities.

O. CONSIDER/ACT ON CHANGE ORDER IN CONTRACT FOR WINDMILL LAKES-OREM HS PHASE II PROJECT	Vote	Charles Klein	
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Discuss/Take Action to authorize administration to enter into a \$165,520.25 change order in a previously signed contract for the Windmill Lakes-Orem HS Project. The change order encompasses multiple utilities projects in preparation of future construction, including, but not limited to, fiber pathway installation between buildings, repair of leaking water line, lowering of water line, and concrete and asphalt repair related to the above in multiple locations.

P. CONSIDER/ACT ON GMP CONTRACT FOR HEADQUARTERS RENOVATION	Vote	Charles Klein	
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Discuss/Take Action to authorize administration to enter into a Guaranteed Maximum Price (GMP) contract with Hrncl Construction for construction services in the amount of \$3,721,776 for renovation of the ILTexas Headquarters building (2021 Lakeside Blvd.; Richardson, TX 75082).

Q. CONSIDER/ACT ON HEADQUARTERS FURNITURE CONTRACT ADJUSTMENT	Vote	Charles Klein	
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Discuss/Take Action to authorize administration to increase furniture contract amount by up to \$100,000 due to millwork items that were originally in the scope of the General Contractor but can be produced cheaper and at a higher quality by CBI Group.

IX. Closing Items

A. Adjourn Meeting	Vote		
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Cover Sheet

APPROVE MINUTES OF JULY 21, 2021 REGULAR BOARD MEETING

Section: II. Approve Minutes of Prior Meetings
Item: A. APPROVE MINUTES OF JULY 21, 2021 REGULAR
BOARD MEETING
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for July 21, 2021 Regular Board Meeting on July 21, 2021



International Leadership of Texas, Inc.

Minutes

July 21, 2021 Regular Board Meeting

Date and Time

Wednesday July 21, 2021 at 6:15 PM

Board of Directors of International Leadership of Texas June 16, 2021

Meeting Notice & Mission Statement

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/s/ Finn Simmensen, For ILTexas' Board

Directors Present

Dr. Lynne Beach (remote), Gabriela Smith (remote), Major General James Williams (remote), Tracy Cox (remote)

Directors Absent

Chris Moreland, PETER GUDMUNDSSON, Soner Tarim

Guests Present

Aaron Thorson, Alex Maldonado, Angela Marcellus, Caitlin Madison, Charles Klein, Craig Timberlake, Dr. Laura Carrasco, Dr. Thomas Seaberry, Eddie Conger (remote), Finn Simmensen, James Dworkin, James T. (Tim) Brightman, Joe Hoffer, Kayla Nations-Perkins, Lucy Mariappa, Regina Jones, Veronica Ibarra, Victor Carrillo, William Cardamon

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Major General James Williams called a meeting of the board of directors of International Leadership of Texas, Inc. to order on Wednesday Jul 21, 2021 at 6:19 PM.

II. Approve Minutes of Prior Meetings

A. APPROVE MINUTES OF JUNE 16, 2021 REGULAR BOARD MEETING

Tracy Cox made a motion to approve the minutes from June 16, 2021 Regular Board Meeting on 06-16-21.

Dr. Lynne Beach seconded the motion.

The board **VOTED** unanimously to approve the motion.

B. APPROVE MINUTES OF JULY 14, 2021 SPECIAL BOARD MEETING

Tracy Cox made a motion to approve the minutes from July 14, 2021 Special Board Meeting on 07-14-21.

Dr. Lynne Beach seconded the motion.

The board **VOTED** unanimously to approve the motion.

III. Superintendent-CEO Report and Information Items

A. SUPERINTENDENT-CEO REPORT

Superintendent-CEO Eddie Conger reported to the Board.

- International teachers have arrived, been quarantined, are being vaccinated, and are being oriented for the upcoming School Year.
- Enrollment including all categories is approximately 23,000; due to COVID-19 concerns, this likely will resolve to a lower number as the first day of school approaches.
- New hiring is being undertaken. An action plan (bonuses and retention) is being prepared for Orem, a high-need campus, due to income-differential-related personnel losses.
- Superintendent Conger yielded to Chief of Staff Aaron Thorson, who briefed the Board.
 - Strategic review and Bellwether consultations soon will be finalized, based on voluminous data and extensive campus visits. Mr. Thorson presented highlights.
 - Deputy Superintendent Dr. Thomas Seaberry presented highlights of offsite leadership developments focusing on instructional leadership.
- Angela Marcellus is now the Chief Development Officer. A Director of Development has been added: William Cardamon presented highlights of planned development efforts and responded to Board Members' questions.

B. SCHOOL LEADERSHIP REPORT

Deputy Superintendent of School Leadership Dr. Thomas Seaberry reported to the Board.

- For instructional leadership, deans are being added.
- High-need campuses are being identified.
- Over 200 positions are being filled at this time.

C. DEPUTY SUPERINTENDENT OF ACADEMIC STUDENT SERVICES REPORT

Deputy Superintendent of academic and Student Leadership Dr. Laura Carrasco reported to the Board.

- Efforts are underway to align roles with priorities.

D. CHIEF ADMINISTRATIVE OFFICER REPORT

Chief Administrative Officer Jerry McCreight reported to the Board and responded to Board Members' questions.

- ILTexas is working to fill 234 open positions.

E. REPORT FROM FINANCE AND AUDIT COMMITTEE

Board Secretary Tracy Cox reported to the Board.

F. REPORT FROM NOMINATION COMMITTEE

Board Vice President Lynne Beach reported to the Board.

IV. Executive Session

A. AUTHORIZATION

B. CONSULT WITH ATTORNEY PURSUANT TO GOVERNMENT CODE 551.071

The Board entered Executive Session at 7:09 p.m. and returned to Open Session at 8:27 p.m., having conducted no votes and having made no decisions while in Executive Session.

V. CONSENT AGENDA

A. CONSIDER/ACT TO APPROVE JULY 21, 2021 CONSENT AGENDA ITEMS

Dr. Lynne Beach made a motion to approve the Consent Agenda.

Tracy Cox seconded the motion.

The board **VOTED** unanimously to approve the motion.

VI. Board Items for Discussion/Action

A. CONSIDER/ACT ON JUNE, 2021 FINANCIAL REPORT

Tracy Cox made a motion to approve the Financial Report.

Dr. Lynne Beach seconded the motion.

Chief Financial Officer James Dworkin reported to the Board.

- Audit field work begins early August.
- June Report presented.

The board **VOTED** unanimously to approve the motion.

B. CONSIDER/ACT TO AUTHORIZE ADMINISTRATION TO CONTRACT WITH RECOMMENDED PROVIDER FOR HEADQUARTERS FURNITURE

Dr. Lynne Beach made a motion to authorize administration to contract with II and CVI Spaces for a total of up to \$900,000.00 for furniture.

Tracy Cox seconded the motion.

Charles Klein briefed the Board on furniture offerings of three respondents to the RFP. The board **VOTED** unanimously to approve the motion.

C. CONSIDER/ACT TO ADOPT POLICY REGARDING RETURN OF INSTRUCTIONAL MATERIALS

Tracy Cox made a motion to adopt the policy.

Gabriela Smith seconded the motion.

CLO Tim Brightman briefed the Board on the requirement in TEC31.104 of a policy forming the basis of any attempt to recover value of unreturned instructional materials. The board **VOTED** unanimously to approve the motion.

D. CONSIDER/ACT TO ACCEPT NOMINATIONS FOR A SEAT ON THE BOARD OF ILTEXAS GLOBAL

Superintendent-CEO Eddie Conger briefed the Board.

The Board President tabled this Item for future consideration.

VII. Closing Items

A. Adjourn Meeting

Dr. Lynne Beach made a motion to adjourn.

Tracy Cox seconded the motion.

The board **VOTED** unanimously to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:15 PM.

Respectfully Submitted,
Finn Simmens

Cover Sheet

DEPUTY SUPERINTENDENT OF ACADEMIC STUDENT SERVICES REPORT

Section: IV. Superintendent-CEO Report and Information Items
Item: C. DEPUTY SUPERINTENDENT OF ACADEMIC STUDENT
SERVICES REPORT
Purpose: FYI
Submitted by:
Related Material: Academic Board Report, August 2021 plus exhibit.pdf



ACADEMIC | August, 18, 2021 BOARD REPORT
PRESENTED BY DR. LAURA CARRASCO

Key Updates:

- (1) 21-22 Academic Hub & PLC Framework
- (2) Accelerated Instruction



Today,
Celebrated
Day 5 of
169

**Others Before
Self ~ Otros
Antes De Uno
Mismo ~ 先人后己**

**Relationships,
Relevance,
Rigor, Results**

ILTexas 21-22 Instructional Focus and Academic Non-negotiables

Relationships, Relevance, Rigor & Results

Goal: Charter Rating A, *All Campuses C or Higher*,
100% of our student's will make at least a full year's progress,
with students needing accelerated instruction making 1.3

A

Instructional
Leadership Roles &
Responsibilities

[Instructional Leadership Roles & Responsibilities](#)

Curriculum:

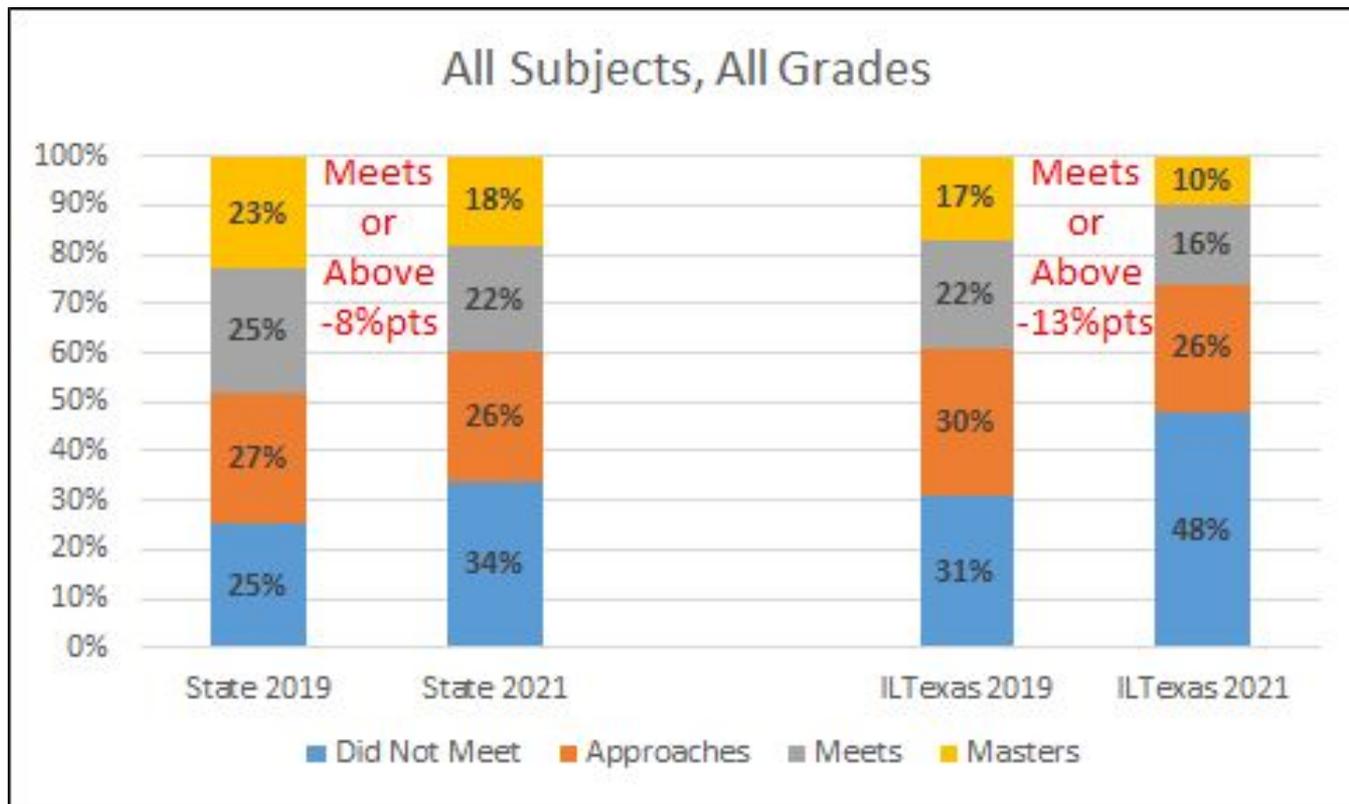
- *We teach the state required curriculum (TEKS) & ILTexas adopted High Quality Instructional Materials (HQIM)
- *Charterwide, ILTexas follows the same scope and sequence (YAG: Year at a Glance & daily pacing tools) for our 8 core departments (Math, RLA, Science, Social Studies, Chinese, Spanish, Fitness & Leadership)
- *ILTexas High School [Personal Graduation Plans \(PGP\) Guidelines](#).
- *Adjustments and focus areas will be data driven and based off of Leadership Report Card/Lead4ward Priority Clusters (Priority TEKS Clusters) & MAP data (for relevant courses).
- *Emphasis will be placed on data highlighting the most critical COVID gaps and priority TEKS (not only highly weighted, but also those foundational for vertically aligned next course) while also addressing socio-cultural competence.
- *Teacher course specific support and resources are available on the teacher [C&I Landing Page](#) (which has a deeper dive into each department).

[C & I Landing Page](#)

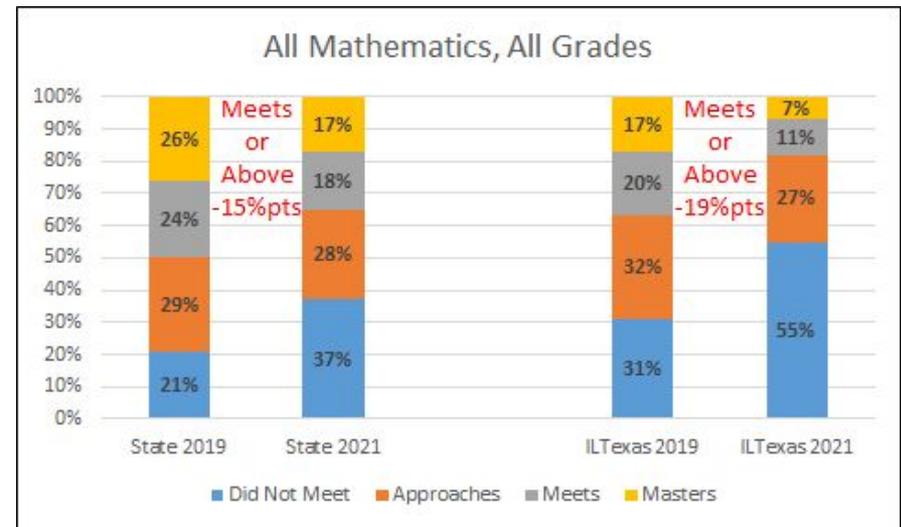
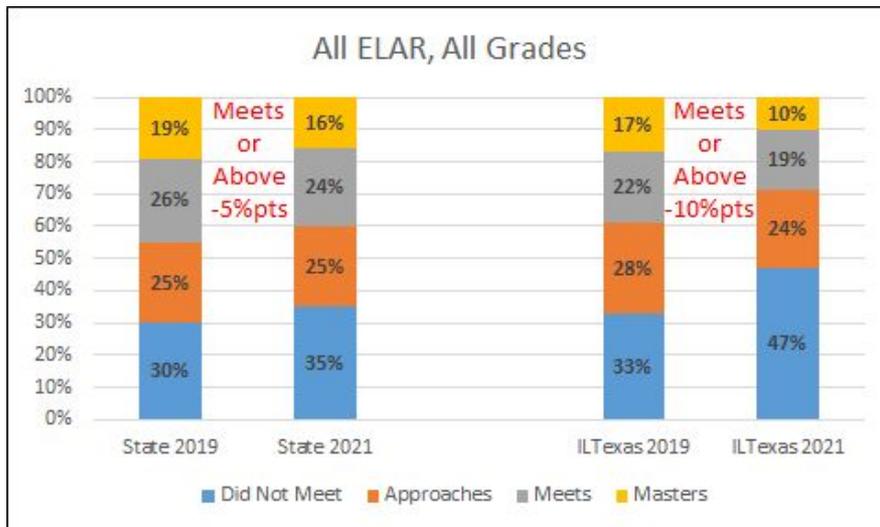
ILTexas Middle School PLC Framework:

	Monday	Tuesday	Wednesday	Thursday	Friday
PLC (Students in Fitness/WIN)	<p>TRIAGE Deliverable: Identify plan of action for students needing either academic and/or behavior interventions</p> <p>Resources: *Triage Protocol/Exemplars *Project Education to capture interventions *Menu of Academic Interventions *Menu of Behavior Interventions</p> <p>Chair: AP Co-Chairs: GLA, Counselor</p>	<p>CHARTERWIDE CONTENT PLC ALTERNATING WITH CAMPUS LED PD Deliverable: Alternating Tuesdays, teachers engage in a two week look ahead w/ charter peers: <i>1) what are kids expected to know/learn & (2) how will we know they learned it (End Task/Language Objectives).</i> This anchors the work of the IPP.</p> <p>Resource: Secondary K+S Chart Note: On the alternating weeks that Content PLCs do not meet with Course Leads and charter peers, the coach (under the supervision of the dean) to lead PD anchored in the ILTexasGBF</p> <p>Chair: Course Lead & Subject Matter Expert alternating with Coach</p>	<p>PLANNING PLC Deliverable: Anchored in the Intellectual Prep Protocol (IPP), teachers build content knowledge in preparation of their plans for next week. This is the I Do, We Do, You Do, for the following week, to include the student exemplar of the You Do and/or Exit Ticket <i>(1) How am I going to teach it in the target language? (2) What are our specific formative assessments/checks for understanding that we will take a grade on next week?</i></p> <p>Co-Chair: Dean or campus leader IPP facilitator</p>	<p>PLANNING PLC Deliverable: Use previous formative assessment to plan Data Driven Instruction (DDI), impacting next week's reteach/warm up & differentiation <i>(1) What do we do when they haven't learned it? (2) What do we do when they have/enrichment?</i></p> <p>Resources: K+S Link to DDI template</p> <p>Chair: GLA</p>	<p>GRADE LEVEL MEETING / Nuts & Bolts Deliverable: (1) Take care of campus/team logistics (2) RYG (3) 1-2 times a month we will have a charterwide focus & (4) once a month media specialist to come in and provide a mini-lesson (15 minutes of the 45 minute session) (5) This time may also be used to join the Dean in calibration walks as a team</p> <p>Chair: GLA</p>

Our STAAR data (though only 71% participation), compared to the State (87% participation), highlights the urgency of addressing the gaps due to interrupted learning.



Further, our STAAR data revealed a need to prioritize math, which is in line with the State’s priority (Statewide, the greatest gaps were identified in math)



ILTexas plan to provide accelerated instruction:

Tier 1/Core Instruction:

- Instructional Leadership
- High Quality Instructional Materials (HQIM)/Lesson Plans
- Highly efficient Professional Learning Communities (PLCs) with a focus on lesson internalization via our Intellectual Preparation Process (IPP)
- Strengthening Program Implementation (DLI)
- Teacher Coaching

Tier 2 & 3 Instruction:

Accelerated instruction for identified students (K-12): At-risk K-3 students, students in grades 3-12 at Did Not Meets performance level (MAP, STAAR/EOC).

Note: All eligible students in grades 4,6,9 who require accelerated instruction will also have an Accelerated Learning Committee (ALC) convene as part of the larger Multi-tiered Systems of Support (MTSS), special education students falling in this category will have an ARDC convene in place of the ALC

Joining our team of school leaders and teachers to support accelerated instruction:

- HQ Math & HQ Reading Accelerated Learning Coordinator
- Math and Reading ESSER funded Learning Acceleration teachers
- K-8 Deans



When supplemental accelerated instruction offered:

Existing Enrichment/Remediation Blocks Built Into Our Master Schedule:

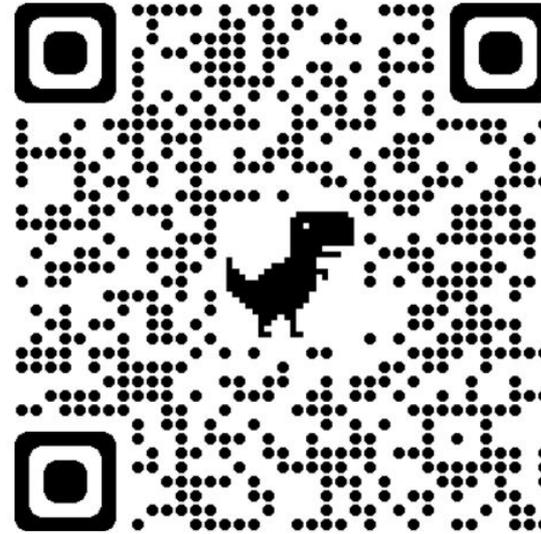
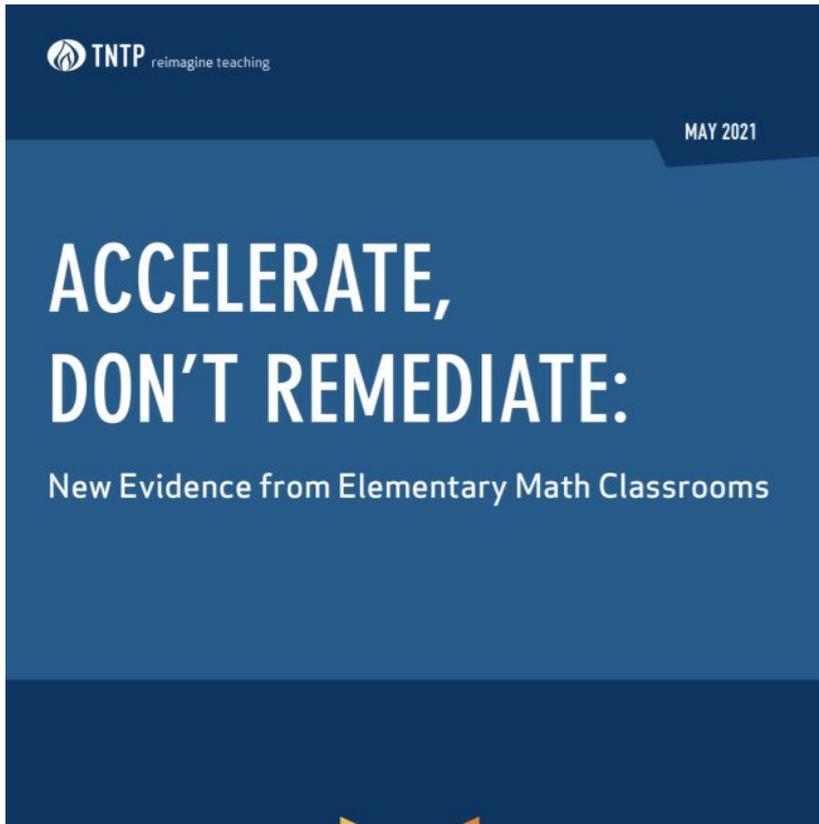
- (1) **Fitness WIN (What I Need) Time:** All students will receive the full Fitness curriculum/required 135 minutes a week and will be enrolled in a minimum of 3 days a week Fitness course (M-F, M-W-F, or M-Tues-Thur). 100% of our students also participate in our Monday Leadership lessons incorporated into the Fitness course. On days students' Fitness course does not meet, students will participate in an Accelerated Learning group (Tues-Thurs or Wed-Fri).
- (2) **Our 10th Period Enrichment & Remediation block (ER) for grades 3-8:** This is an opportunity for us to offer enrichment, GT services, remediation; thus, includes scheduled time for accelerated instruction. Note: 100% of our students will participate in Club/Organization Fridays.
- (3) **During our High School 5 X 5 Block:** Teachers no longer teaching Leadership Class, now have a section on their schedule allowing them to offer accelerated instruction during the day, as needed.

Other scheduled opportunities during the day/ outside the school day:

- (4) For K-5, our math and reading blocks are 90 minutes, which include at least 1 hour of Tier 1/core instruction and also have a **30 minute opportunity for Tier 2/differentiated instruction.**
- (5) **Before/after-school** tutoring and **Saturday School** opportunities.
- (6) Tutoring opportunities **during Thanksgiving Break and Winter Breaks**
- (7) Strategic middle school **“push in” opportunities offering supplemental supports.**



Mindset: Accelerate, Don't [just] remediate





Our Mission

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。

ILTexas 21-22 Instructional Focus and Academic Non-negotiables Relationships, Relevance, Rigor & Results Goal: Charter Rating A, All Campuses C or Higher, 100% of our student's will make at least a full years progress, with students needing accelerated instruction making 1.3+ years progress		Additional Resources	
Instructional Leadership Roles & Responsibilities	Instructional Leadership Roles & Responsibilities		
Curriculum:	*We teach the state required curriculum (TEKS) & ILTexas adopted High Quality Instructional Materials (HQIM) *Charterwide, ILTexas follows the same scope and sequence (YAG: Year at a Glance & daily pacing tools) for our 8 core departments (Math, RLA, Science, Social Studies, Chinese, Spanish, Fitness & Leadership) *ILTexas High School Personal Graduation Plans (PGP) Guidelines . *Adjustments and focus areas will be data driven and based off of Leadership Report Card/Lead4ward Priority Clusters (Priority TEKS Clusters) & MAP data (for relevant courses). *Emphasis will be placed on data highlighting the most critical COVID gaps and priority TEKS (not only highly weighted, but also those foundational for vertically aligned next course) while also addressing socio-cultural competence. *Teacher course specific support and resources are available on the teacher C&I Landing Page (which has a deeper dive into each department). Program Model: *All K-5 Campuses will follow our research based K-5 Two-Way DLI Program Model to teach content through language and language through content. Note: While we begin teaching the curriculum day 1, an emphasis and priority will be placed on <i>building relationships</i> and setting norms the first days of school (you can't Bloom without Maslow) ILTexas Trilingual Trajectory: ILTexas Trilingual Trajectory ILTexas Trilingual Labels K-1	C & I Landing Page	DLI Rotations (NEW) DLI Handbook (NEW)
Instruction:	* <i>Relationships, Relevance, Rigor, Results</i> * Lesson Plan Template (on Eduphoria) .		
Framing the Lesson: Content/Language Objectives	Shall be posted and visible to all students in the language of instruction. ILTexas Framing the Lesson: CO-LO Framework & Expectations are linked here.	* CO/LO Mini-lesson (less than 5 min) Video * CO/LO Mini-lesson slide deck * CO/LO Frame	
Instructional Technology	Keep it simple and streamlined. All K-2 will use Seesaw and 3-12 Google Classroom & Seesaw. Supplements: Nearpod. Screencastify for recording/flipped sessions. Resource: ILTexas 21-22 Tech Tools Infographic . Class Link to be used for single sign on and password locker.	ILTexas 20-21 Tech Tools Infographic	

ILTexas 21-22 Instructional Focus and Academic Non-negotiables Relationships, Relevance, Rigor & Results Goal: Charter Rating A, All Campuses C or Higher, 100% of our student's will make at least a full years progress, with students needing accelerated instruction making 1.3+ years progress		Additional Resources	
Assessment:	A) ALIGNED formative assessments (CFU, exit tickets, quizzes) B) ILTexas Summative (End of Unit OR End of Cycle) & MAP C) Benchmark Assessments (interim assessments- Harrod to send out)	21-22 Assessment Calendar	
Special Populations	Will meet the needs of our Sped, 504, GT, ELs. Sped: APs over master schedule to work closely with your special education specialists in scheduling students whereby their IEP is met. Please contact Barbara Townley-Cochran (btownleycochran@il texas.org) if you have any scheduling questions. Resource: Special Education Handbook EL: Resource: 21-22 EL Hub GT: Advanced Academics K-12 Plan		
PLCs	Please see PLC tab of this same document per grade band, prioritizing internalization of lesson plans via the Intellectual Preparation Process (link to IPP Procotocol) and roll out of key PD anchored in our ILTexas GBF scope and sequence	Course Lead Roster/ Zoom Links	
Observation Feedback:	Coaches ICs, Deans, Area Coaches and as needed HQ): will offer classroom observation feedback via Whetstone and will use the ILTexas Observation Feedback form (on Whetstone). The intent and purpose is to provide actionable feedback and coaching support. Campus Instructional Coach Playbook	Campus Administrators: Will use ILTexas-TESS Rubric and their coaching tool. To assist, we have also added the rubric to Whetstone (so teachers only need to go to one place).	ILTexas-TESS Rubric
Master Schedule	K-8 Master Schedule - Official	9-12 Master Schedule Parameters Personal Graduation Plan (PGP) Guidelines 21-22	K-5 Social Studies/Science Specifics
Progress Report/Report Card Cycle	Our Academic Calendar is Linked Here ; And, our Progress Report and Report Card Calendar is linked Here .		
Grading	See Student Handbook (Grading Program Section), Note: 3 grades/week for Math, SC, SS, RLA & 2 grades per week for LOTE & Electives		
Accelerated Learning	* Link to Joint Communique from DS of School Leadership & DS of Academics & Student Services regarding Accelerated Instruction Link to Accelerated Learning Overview PPT		
MTSS	MTSS Handbook		
10th ER time &	Enrichment must include GT services and an opportunity for non-negotiable clubs/organizations (Club Fridays), as well as a focus on providing Remediation/ Accelerated Learning Link to ER Time Plan		

<p align="center">ILTexas 21-22 Instructional Focus and Academic Non-negotiables Relationships, Relevance, Rigor & Results Goal: Charter Rating A, All Campuses C or Higher, 100% of our student's will make at least a full years progress, with students needing accelerated instruction making 1.3+ years progress</p>		<p align="center">Additional Resources</p>
<p>Extracurriculum/Clubs & Organizations</p>	<p align="center">Club Hub</p>	
<p>Remote Conferencing</p>	<p align="center">Remote Conferencing 1.0 (first 7 days of school)</p>	

Grades	Event	Monday	Tuesday	Wednesday	Thursday	Friday
K-2	PLC (Students in class/WIN)	<p>TRIAGE Deliverable: Identify plan of action for students needing either academic and/or behavior interventions</p> <p>Resources: *Triage Protocol/Exemplars *Project Education to capture interventions *Menu of Academic Interventions *Menu of Behavior Interventions</p> <p>Chair: AP Co-Chair: K-2 Counselor, GLA</p>	<p>CHARTERWIDE CONTENT PLC w/ Charter peers alternating w/ campus led content PD Deliverable: Alternating Tuesdays & also alternating Reading/Math, partner teachers engage in at least a 2-4 week look ahead: 1) what are kids expected to know/learn (English/Spanish) & (2) how will we know they learned it (End Task/Language Objectives). This anchors the work of the IPP.</p> <p>*Science & Social Studies are led via an asynchronous format. Resource: Elementary K+S Chart On weeks Charterwide grade level Content PLCs do not meet with Course Leads and charter peers, coach (under supervision of dean) to lead PD anchored in the IL TexasGBF Or Eureka Math Mini-Lessons</p> <p>Chair: Course Lead & Subject Matter Expert / alternating with IC</p>	<p>PLANNING PLC Deliverable: Using the Intellectual Prep Protocol (IPP) partner teachers detail out & time stamp their plans for next week. This is the I Do, We Do, You Do, for the following week, to include the student exemplar of the You Do and/or Exit Ticket (1) <i>How am I going to teach it in the target language w/ students doing the majority of the intellectual lift?</i> (2) <i>What are our specific formative assessments/checks for understanding that we will take a grade on next week?</i></p> <p>Co-chairs: Dean or Campus Leader IPP Facilitator</p>	<p>PLANNING PLC Deliverable: Use previous formative assessment to plan Data Driven Instruction (DDI), impacting next week's reteach/warm up. (1) <i>What do we do when they haven't learned it?</i> (2) <i>What do we do when they have/enrichment?</i> Plan Differentiation</p> <p>Resources: K+S Link to DDI template.</p> <p>Chair: GLA</p>	<p>GRADE LEVEL MEETING / Nuts & Bolts Deliverable: (1) Take care of campus/team logistics (2) RYG (3) 1-2 times a month we will have a charterwide focus & (4) once a month media specialist to come in and provide a mini-lesson (15 minutes of the 45 minute session) (5) This time may also be used to join the Dean in calibration walks as a team</p> <p>Chair: GLA</p>
K-2	Planning/Conference Time (while kids are in specials)	<p>Recommendations: Continue the work of DDI, Lesson Planning Refinement Campus Leadership, IC, Dean may use this time for 1:1 lesson planning support and coaching</p>				
<p>Plan, Do, Study, Act We believe that all students can learn and must learn at relatively high levels of achievement. It is our job to create an environment in our classrooms that results in this high level of performance (TEKS, Languages, Leadership). We are confident that, with our support and help, students can master challenging academic material, and we expect them to do so. We are prepared to work collaboratively with colleagues (in our campus PLC and our charter-wide PLC), students, and parents to achieve this shared educational process and fulfill the promises of our mission.</p>						

Cycle 1 (25 days of Instruction) Blank Instructional Planning Calendar

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	Aug 9	Aug 10	Aug 11	Aug 12	Aug 13
Week #1 of Cycle 1				A First Day of School!	B
	Aug 16	Aug 17	Aug 18	Aug 19	Aug 20
Week #2 of Cycle 1	A	B Campus IC Led Topic: CO/LO-(Tiered PD Bronze) Link to Eduphoria CO/LO Module Part 1 E- Course	A IPP Focus: Math	B	C First Charterwide Meeting: MTSS "A Day" https://zoom.us/j/9581437789
	Aug 23	Aug 24	Aug 25	Aug 26	Aug 27
Week #3 of Cycle 1	A Launch Core Accelerated Learning Programs & Dyslexia Small Groups	B Content PLC- <u>First Charterwide Course Lead</u> Led Content PLC (zoom): w/ Math Course Lead	A IPP Focus RLA	B RLA - Mid Cycle window opens	D RLA - Mid Cycle
	Aug 30	Aug 31	Sept 1	Sept 2	Sept 3
Week #4 of Cycle 1	A RLA - Mid Cycle	B Content PLC- Campus IC Led Topic: CO/LO Exit Ticket aligned (Tiered PD Bronze) - RLA - Mid Cycle last day	A iStation - Span & Eng window opens IPP Focus: Math	B iStation - Span & Eng	C iStation - Span & Eng Charterwide Meeting, Topic: TIA K-2 SS/SC, 3____, 4-8 Eagle Academy
	Sept 6	Sept 7	Sept 8	Sept 9	Sept 10
Week #5 of Cycle 1	Labor Day Holiday	A Content PLC Charterwide Zoom w/RLA Course Lead - iStation - Span & Eng - ACTFL - Span & Chinese window opens - MAP Math (2nd grade) - MCLASS BOY window opens	B - iStation - Span & Eng - ACTFL - Span & Chinese - MCLASS BOY IPP Focus: Math	A- - iStation - Span & Eng - ACTFL - Span & Chinese - MCLASS BOY	B Grade Level teams review how to access Whetstone IC support - ACTFL - Span & Chinese ends - MCLASS BOY
	Sept 13	Sept 14	Sept 15	Sept 16	Sept 17
Week #6 of Cycle 1	A- - MCLASS BOY - RLA - End Cycle - Science Perf. Assess. complete window opens - Social Studies Perf. Assess. complete (K-1) window opens	B Content PLC- Campus IC Led Topic: Sheltered Instruction 101 Comprehensible input (Tiered PD Bronze) - MCLASS BOY - RLA - End Cycle - Science Perf. Assess. complete - Social Studies Perf. Assess. complete (K-1)	A - MCLASS BOY - Science Perf. Assess. complete - Social Studies ECA (2nd gr) - Social Studies Perf. Assess. complete (K-1) IPP Focus: RLA	B - MAP BOY - 2nd grade - MCLASS BOY - Science Perf. Assess. complete - Social Studies ECA (2nd gr) - Social Studies Perf. Assess. complete (K-1)	D Last day of Cycle 1 - MAP BOY - 2nd grade ends - MCLASS BOY ends - RLA - End Cycle ends - Science Perf. Assess. complete ends - Social Studies ECA (2nd gr) ends - Social Studies Perf. Assess. complete (K-1) ends Charterwide Meeting Eagle Academy

Cycle 2 (25 days of Instruction) Blank Instructional Planning Calendar

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	Sept 20	Sept 21	Sept 22	Sept 23	Sept 24
Week #1 of Cycle 2	Cycle 1 Data Day	Course Lead Led Content PLC (zoom): w/ Math Course Lead	IPP Focus: RLA		
	Sept 27	Sept 28	Sept 29	Sept 30	Oct 1
Week #2 of Cycle 2		Content PLC- Campus IC Led Topic: Review of 6 TLAC Technique/Regonize Reinforce Power Zone (Tiered PD Bronze)	IPP Focus: Math		Charterwide Meeting, Topic: TBA iStation - Span & Eng window opens

International Leadership of Texas, Inc. - August 18, 2021 Regular Board Meeting - Agenda - Wednesday August 18, 2021 at 6:15 PM				
Week #3 of Cycle 2	Oct 4 iStation - Span & Engl RLA - Mid Cycle window opens	Course Lead Led Content PLC (zoom) w/ RLA Course Lead iStation - Span & Engl RLA - Mid Cycle	iStation - Span & Engl RLA - Mid Cycle ends IPP Focus: Math	Charterwide PD Day iStation - Span & Engl
	Oct 11	Oct 12	Oct 13	Oct 14
Week #4 of Cycle 2	Fall Break ACTFL - Span & Chinese window opens	Partent/Teacher Conference Day ACTFL - Span & Chinese	ACTFL - Span & Chinese IPP Focus: RLA	ACTFL - Span & Chinese ends
	Oct 18	Oct 19	Oct 20	Oct 21
Week #5 of Cycle 2		Content PLC- Campus IC Led Topic: Gradual Release Module (Tiered PD Silver)	IPP Focus: Math	Charterwide Meeting, Topic: TBA
	Oct 25	Oct 26	Oct 27	Oct 28
Week #6 of Cycle 2	- RLA - End cycle window opens - Science Perf. Assess. complete window opens - Social Studies ECA window opens - Social Studies Perf. Assess. complete (K-1) window opens	Course Lead Led Content PLC (zoom) w/ Math Course Lead - RLA - End cycle - Science Perf. Assess. complete - Social Studies ECA - Social Studies Perf. Assess. complete (K-1)	- RLA - End cycle - Science Perf. Assess. complete - Social Studies ECA - Social Studies Perf. Assess. complete (K-1) IPP Focus: RLA	- RLA - End cycle - Science Perf. Assess. complete - Social Studies ECA - Social Studies Perf. Assess. complete (K-1)
				Oct 29 Last day of Cycle 2 - RLA - End cycle ends - Science Perf. Assess. complete ends - Social Studies ECA ends - Social Studies Perf. Assess. complete (K-1) ends

Cycle 3 (29 days of Instruction) Blank Instructional Planning Calendar

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Week #1 of Cycle 3	Nov 1 Cycle 2 Data Day	Nov 2 Content PLC- Campus IC Led Topic: Write critically (Tiered PD Silver) iStation - Span & Eng window opens	Nov 3 iStation - Span & Eng IPP Focus: Math	Nov 4 iStation - Span & Eng	Nov 5 Charterwide Meeting, Topic: TBA iStation - Span & Eng
Week #2 of Cycle 3	Nov 8 iStation - Span & Eng	Nov 9 Course Lead Led Content PLC (zoom) w/ RLA Course Lead iStation - Span & Eng	Nov 10 iStation - Span & Eng ends IPP Focus: Math	Nov 11	Nov 12
Week #3 of Cycle 3	Nov 15 RLA - Mid Cycle window opens	Nov 16 Content PLC- Campus IC Led Topic: Sheltered Instruction 202 frequent small group talk (Tiered PD silver) RLA - Mid Cycle	Nov 17 RLA - Mid Cycle IPP Focus: RLA	Nov 18 RLA - Mid Cycle	Nov 19 Charterwide Meeting, Topic: TBA RLA - Mid Cycle ends
Week #4 of Cycle 3	Nov 22 Thanksgiving Break / Optional Tutoring Opportunity	Nov 23 Thanksgiving Break / Optional Tutoring Opportunity	Nov 24 Thanksgiving Break	Nov 25 Thanksgiving Break	Nov 26 Thanksgiving Break
Week #5 of Cycle 3	Nov 29 - ACTFL - Span & Chinese window opens	Nov 30 Final PLC with Math, charterwide peers until January ACTFL - Span & Chinese Cycle 1 LEP Progress Monitoring	Dec 1 - ACTFL - Span & Chinese - iStation - Spanish & English IPP Focus: RLA	Dec 2 - ACTFL - Span & Chinese - iStation - Spanish & English	Dec 3 - ACTFL - Span & Chinese ends - iStation - Spanish & English
Week #6 of Cycle 3	Dec 6	Dec 7 Content PLC- Campus IC Led Topic: TVB, Radar/Scan/Work in the powerzone (Tiered PD Silver) - iStation - Spanish & English	Dec 8 - iStation - Spanish & English IPP Focus: Math	Dec 9 - iStation - Spanish & English ends	Dec 10 Charterwide Meeting, Topic: TBA
Week #7 of Cycle 3/ Last week of Semester 1	Dec 13 - RLA - Mid Cycle window opens - Science Perf. Assess. complete window opens - Social Studies ECA (2nd grade) window opens - Social Studies Perf. Assess. complete (K-1) window opens	Dec 14 No Content PLCs meet today - RLA - Mid Cycle - Science Perf. Assess. complete - Social Studies ECA (2nd grade) - Social Studies Perf. Assess. complete (K-1)	Dec 15 - RLA - Mid Cycle - Science Perf. Assess. complete - Social Studies ECA (2nd grade) - Social Studies Perf. Assess. complete (K-1)	Dec 16 - RLA - Mid Cycle - Science Perf. Assess. complete - Social Studies ECA (2nd grade) - Social Studies Perf. Assess. complete (K-1)	Dec 17 Last day of Cycle 3/ Semester 1 - RLA - Mid Cycle ends - Science Perf. Assess. complete ends - Social Studies ECA (2nd grade) ends - Social Studies Perf. Assess. complete (K-1) ends
	Dec 20	Dec 21	Powered by BoardOnTrack	Dec 23	Dec 24

Winter Break	Winter Break / Optional Tutoring Opportunity	Winter Break / Optional Tutoring Opportunity	Winter Break	Winter Break	Winter Break
	Dec 27	Dec 28	Dec 29	Dec 30	Dec 31
Winter Break	Winter Break	Winter Break	Winter Break	Winter Break	Winter Break

Grades	Event	Monday	Tuesday	Wednesday	Thursday	Friday
3-5	PLC (Students in class/WIN)	<p>TRIAGE Deliverable: Identify plan of action for students needing either academic and/or behavior interventions</p> <p>Resources: *Triage Protocol/Exemplars *Project Education to capture interventions *Menu of Academic Interventions *Menu of Behavior Interventions</p> <p>Chair: AP Co-Chair: 3-5 Counselor, GLA</p>	<p>CHARTERWIDE CONTENT PLC ALTERNATING W/ CAMPUS LED CONTENT PD Deliverable: Partner teachers engage in a two week look ahead: (1) <i>what are kids expected to know/learn (English/Spanish) & (2) how will we know they learned it (End Task/Language Objectives)</i>. This anchors the work of the IPP. *Social Studies & Science Alternate Synchronous/Asynchronous Resource: Elementary K+S Chart</p> <p>On weeks Content PLCs do not meet with Course Leads and charter peers, Dean or coach to lead PD anchored in the ILTexasGBF or Eureka Math Mini-Lessons</p> <p>Chair: Course Lead & Subject Matter Expert alternating with Coach.</p>	<p>PLANNING PLC Deliverable: Using the Intellectual Prep Protocol (IPP), partner teachers detail out & time stamp their plans for next week. This is the I Do, We Do, You Do, for the following week, to include the student exemplar of the You Do and/or Exit Ticket (1) <i>How am I going to teach it in the target language?</i> (2) <i>What are our specific formative assessments/checks for understanding that we will take a grade on next week?</i></p> <p>Co-chairs: Dean or Campus Leader IPP Facilitator</p>	<p>PLANNING PLC Deliverable: Use previous formative assessment to plan Data Driven Instruction (DDI), impacting next week's reteach/warm up. (1) <i>What do we do when they haven't learned it?</i> (2) <i>What do we do when they have/enrichment?</i> Plan Differentiation</p> <p>Resources: K+S Link to DDI template</p> <p>Chair: GLA</p>	<p>GRADE LEVEL MEETING / Nuts & Bolts Deliverable: (1) Take care of campus/team logistics (2) RYG (3) 1-2 times a month we will have a charterwide focus & (4) once a month media specialist to come in and provide a mini-lesson (15 minutes of the 45 minute session) (5) This time may also be used to join the Dean in calibration walks as a team</p> <p>Chair: GLA</p>
3-5	Planning/ Conference Time (while kids are in specials)	<p>Recommendations: Continue the work of DDI, Lesson Planning Refinement Campus Leadership, IC, Dean may use this time for 1:1 lesson planning support and coaching</p>				
<p>Plan, Do, Study, Act We believe that all students can learn and must learn at relatively high levels of achievement. It is our job to create an environment in our classrooms that results in this high level of performance (TEKS, Languages, Leadership). We are confident that, with our support and help, students can master challenging academic material, and we expect them to do so. We are prepared to work collaboratively with colleagues (in our campus PLC and our charter-wide PLC), students, and parents to achieve this shared educational process and fulfill the promises of our mission.</p>						

Grades		Monday	Tuesday	Wednesday	Thursday	Friday
6-8	PLC (Students in ess/WIN)	<p>TRIAGE Deliverable: Identify plan of action for students needing either academic and/or behavior interventions</p> <p>Resources: *Triage Protocol/Exemplars *Project Education to capture interventions *Menu of Academic Interventions *Menu of Behavior Interventions</p> <p>Chair: AP Co-Chairs: GLA, Counselor</p>	<p>CHARTERWIDE CONTENT PLC ALTERNATING WITH CAMPUS LED PD Deliverable: Alternating Tuesdays, teachers engage in a two week look ahead w/ charter peers: 1) <i>what are kids expected to know/learn</i> & 2) <i>how will we know they learned it (End Task/Language Objectives)</i>. This anchors the work of the IPP. Resource: Secondary K+S Chart Note: On the alternating weeks that Content PLCs do not meet with Course Leads and charter peers, the coach (under the supervision of the dean) to lead PD anchored in the ILTexasGBF</p> <p>Chair: Course Lead & Subject Matter Expert alternating with Coach</p>	<p>PLANNING PLC Deliverable: Anchored in the Intellectual Prep PProtocol (IPP), teachers build content knowledge in preparation of their plans for next week. This is the 1 Do, We Do, You Do, for the following week, to include the student exemplar of the You Do and/or Exit Ticket <i>(1) How am I going to teach it in the target language? (2) What are our specific formative assessments/checks for understanding that we will take a grade on next week?</i></p> <p>Co-Chair: Dean or campus leader IPP facilitator</p>	<p>PLANNING PLC Deliverable: Use previous formative assessment to plan Data Driven Instruction (DDI), impacting next week's reteach/warm up & differentiation <i>(1) What do we do when they haven't learned it? (2) What do we do when they have/enrichment?</i></p> <p>Resources: K+S Link to DDI template</p> <p>Chair: GLA</p>	<p>GRADE LEVEL MEETING / Nuts & Bolts Deliverable: (1) Take care of campus/team logistics (2) RYG (3) 1-2 times a month we will have a charterwide focus & (4) once a month media specialist to come in and provide a mini-lesson (15 minutes of the 45 minute session) (5) This time may also be used to join the Dean in calibration walks as a team</p> <p>Chair: GLA</p>
6-8	Planning/ Conference Time (while kids are in specials)	<p>Recommendations: Continue the work of DDI, Lesson Planning Refinement Campus Leadership, IC, Dean may use this time for 1:1 lesson planning support and coaching</p>				

Cycle 1 (26 days of instruction) C and I Academic Instructional Planning Calendar

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	Aug 9	Aug 10	Aug 11	Aug 12	Aug 13
Week #1 of Cycle 1 Combo A and B Week C				First Day of School!	
	Aug 16	Aug 17	Aug 18	Aug 19	Aug 20
Week #2 of Cycle 1 A Week		Content PLC- Campus IC Led Topic: CO/LO- (Tiered PD Bronze) Link to Eduphoria CO/LO Module Part 1 E-Course			First Charterwide Meeting: MTSS https://zoom.us/j/95814327789
	Aug 23	Aug 24	Aug 25	Aug 26	Aug 27
Week #3 of Cycle 1 B Week	Launch Core Accelerated Learning Programs & Dyslexia Small Groups	Content PLC- First Charterwide Course Lead Led Content PLC (zoom) *Note for 3-5 SS/SC teachers only: meet with SS today		RLA - Mid Cycle (K-5) window opens	RLA - Mid Cycle (K-5)
	Aug 30	Aug 31	Sept 1	Sept 2	Sept 3
Week #4 of Cycle 1 A Week	RLA - Mid Cycle (K-5)	Content PLC- Campus IC Led Topic: CO/LO Exit Ticket aligned (Tiered PD Bronze) RLA - Mid Cycle (K-5) last day	iStation - Span & Eng window opens	iStation - Span & Eng	Charterwide Meeting, Topic: TIA iStation - Span & Eng
	Sept 6	Sept 7	Sept 8	Sept 9	Sept 10
Week #5 of Cycle 1 B Week	Labor Day Holiday	Content PLC- Charterwide Course Lead Led Content PLC (zoom) *Note for 3-5 SS/SC teachers only: meet with Science today iStation - Span & Eng ACTFL - Span & Chinese window opens MAP Math	iStation - Span & Eng ACTFL - Span & Chinese MAP Reading	iStation - Span & Eng ACTFL - Span & Chinese MAP Science	ACTFL - Span & Chinese ends MAP Make-up
	Sept 13	Sept 14	Sept 15	Sept 16	Sept 17
Week #6 of Cycle 1 Combo A & B Week	<ul style="list-style-type: none"> - MAP Make-up - RLA - End Cycle - Science STEMScopes 	Content PLC- Campus IC Led Topic: Sheltered Instruction 101 Comprehensible input (Tiered PD Bronze) - MAP Make-up - RLA - End Cycle - Science STEMScopes	<ul style="list-style-type: none"> - MAP Make-up - Social Studies ECA 	<ul style="list-style-type: none"> - MAP Make-up - Social Studies ECA 	<ul style="list-style-type: none"> Last day of Cycle 1 - MAP BOY ends - RLA - End Cycle ends - Science STEMScopes ends - Social Studies ECA ends Charterwide Meeting Eagle Academy

Cycle 2 (25 days of Instruction) Blank Instructional Planning Calendar

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	Sept 20	Sept 21	Sept 22	Sept 23	Sept 24
Week #1 of Cycle 2		Content PLC- Charterwide Course Lead Led Content PLC (zoom)			

A Week		*Note for 3-5 SS/SC teachers only: meet with SS today			
Week #2 of Cycle 2 B Week	Sept 27	Sept 28	Sept 29	Sept 30	Oct 1
		Content PLC- Campus IC Led Topic: Review of 6 TLAC Technique/Regonize Reinforce Power Zone (Tiered PD Bronze)			Charterwide Meeting, Topic: iStation - Span & Eng window opens
Week #3 of Cycle 2 A Week	Oct 4	Oct 5	Oct 6	Oct 7	Oct 8
	iStation - Span & English RLA - Mid Cycle (K-5) window opens	Content PLC- Charterwide Course Lead Led Content PLC (zoom) *Note for 3-5 SS/SC teachers only: meet with Science today iStation - Span & Eng RLA - Mid Cycle (K-5)	iStation - Span & Eng - RLA - Mid Cycle (K-5)	Charterwide PD Day iStation - Span & Eng	Fall Break iStation - Span & Eng ends
Week #4 of Cycle 2 B Week	Oct 11	Oct 12	Oct 13	Oct 14	Oct 15
	Fall Break ACTFL - Span & Chinese window opens	Parent/Teacher Conference Day ACTFL - Span & Chinese	ACTFL - Span & Chinese	ACTFL - Span & Chinese	ACTFL - Span & Chinese ends
Week #5 of Cycle 2 Combo A & B	Oct 18	Oct 19	Oct 20	Oct 21	Oct 22
		Content PLC- Campus IC Led Topic: Gradual Release Module (Tiered PD Silver)	Interim Assess: Reading & Math window opens	Interim Assess: Reading & Math	Charterwide Meeting, Topic: TBA Interim Assess: Reading & Math
Week #6 of Cycle 2 Combo Week A & B	Oct 25	Oct 26	Oct 27	Oct 28	Oct 29
	- Interim Assess: Reading & Math - Science STEMScopes window opens - Social Studies ECA window opens	Content PLC- Charterwide Course Lead Led Content PLC (zoom) *Note for 3-5 SS/SC teachers only: meet with SS today - Interim Assess: Reading & Math - Science STEMScopes - Social Studies ECA	- Interim Assess: Reading & Math - Science STEMScopes - Social Studies ECA	- Interim Assess: Reading & Math - Science STEMScopes - Social Studies ECA	Last day of Cycle 2 - Interim Assess: Reading & Math ends - Science STEMScopes ends - Social Studies ECA ends

Cycle 3 (29 days of Instruction) Blank Instructional Planning Calendar

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Week #1 of Cycle 3 A Week	Nov 1	Nov 2	Nov 3	Nov 4	Nov 5
	Cycle 2 Data Day	Content PLC- Campus IC Led Topic: Write critically (Tiered PD Silver) iStation - Span & Eng window opens	iStation - Span & Eng	iStation - Span & Eng	Charterwide Meeting, Topic: TBA iStation - Span & Eng
Week #2 of Cycle 3 B Week	Nov 8	Nov 9	Nov 10	Nov 11	Nov 12
	iStation - Span & Eng	Content PLC- Charterwide Course Lead Led Content PLC (zoom) *Note for 3-5 SS/SC teachers only: meet with Science today iStation - Span & Eng	iStation - Span & Eng ends		
Week #3 of Cycle 3 A Week	Nov 15	Nov 16	Nov 17	Nov 18	Nov 19
	RLA - Mid Cycle (K-5) window opens	Content PLC- Campus IC Led Topic: Sheltered Instruction 202 frequent small group talk (Tiered PD silver)	RLA - Mid Cycle (K-5)	RLA - Mid Cycle (K-5)	Charterwide Meeting, Topic: TBA RLA - Mid Cycle (K-5) ends

3 B Week	Thanksgiving Break / Optional Tutoring Opportunity	Thanksgiving Break / Optional Tutoring Opportunity	Thanksgiving Break	Thanksgiving Break	Thanksgiving Break
Week #5 of Cycle 3	Nov 29 ACTFL - Span & Chinese window opens	Nov 30 Content PLC- Charterwide Course Lead Led Content PLC (zoom) Final Charterwide PLC for the semester, until Jan. *Note for 3-5 SS/SC teachers only: meet with SS today ACTFL - Span & Chinese Cycle 1 LEP Progress Monitoring	Dec 1 - ACTFL - Span & Chinese - iStation - Spanish & English	Dec 2 - ACTFL - Span & Chinese - iStation - Spanish & English*	Dec 3 - ACTFL - Span & Chinese ends - iStation - Spanish & English
	Dec 6 - iStation - Spanish & English	Dec 7 Content PLC- Campus IC Led Topic: TVB, Radar/Scan/Work in the powerzone (TieredPD Silver) - iStation - Spanish & English	Dec 8 - iStation - Spanish & English - Interim Assess: 5 Sci, 8 Sci & SS window opens	Dec 9 - iStation - Spanish & English ends - Interim Assess: 5 Sci, 8 Sci & SS	Dec 10 Charterwide Meeting, Topic: TBA - Interim Assess: 5 Sci, 8 Sci & SS
Week #7 of Cycle 3/ Last week of Semester 1	Dec 13 - Interim Assess: 5 Sci, 8 Sci & SS - RLA - End Cycle window opens - Science STEMScopes (3-4, 6-7) window opens - Social Studies ECA (3rd-7th grades) window opens	Dec 14 No Content PLCs meet today - Interim Assess: 5 Sci, 8 Sci & SS - RLA - End Cycle - Science STEMScopes (3-4, 6-7) - Social Studies ECA (3rd-7th grades)	Dec 15 - Interim Assess: 5 Sci, 8 Sci & SS - RLA - End Cycle - Science STEMScopes (3-4, 6-7) - Social Studies ECA (3rd-7th grades)	Dec 16 - Interim Assess: 5 Sci, 8 Sci & SS - RLA - End Cycle - Science STEMScopes (3-4, 6-7) - Social Studies ECA (3rd-7th grades)	Dec 17 Last day of Cycle 3/ Semester 1 - Interim Assess: 5 Sci, 8 Sci & SS ends - RLA - End Cycle ends - Science STEMScopes (3-4, 6-7) ends - Social Studies ECA (3rd-7th grades) ends
	Dec 20 Winter Break / Optional Tutoring Opportunity	Dec 21 Winter Break / Optional Tutoring Opportunity	Dec 22 Winter Break	Dec 23 Winter Break	Dec 24 Winter Break
Winter Break	Dec 27 Winter Break	Dec 28 Winter Break	Dec 29 Winter Break	Dec 30 Winter Break	Dec 31 Winter Break

Monday		Wednesday		Alternating Fridays	
A DAY GRADE LEVEL PLC or Meeting	TRIAGE (First 45 Min) Deliverable: Identify action for students needing either academic and/or behavior interventions Resources: *Triage Protocol/Exemplars *Project Education to capture interventions *Menu of Academic Interventions *Menu of Behavior Interventions Chair: AP Co-Chair Counselors & GLA INDIVIDUAL PLANNING (2nd 45 Min) Campus Principal, AP or IC may use this time for 1:1 coaching	GRADE LEVEL MEETING (First 45 Min) Deliverable: (1) Take care of campus/team logistics, GLA orchestrated PD (2) RYG Chair: GLA INDIVIDUAL PLANNING TIME (2nd 45 Min) Campus Principal, AP or IC may use this time for 1:1 coaching	When Friday falls on an A Day GRADE LEVEL MEETING (First 45 Min) Deliverable: (1) 1-2 times a month, charterwide focus & (2) once a month media specialist to come in and provide a mini-lesson (15 minutes of the 45 minute session), (3) RYG Chair: GLA INDIVIDUAL PLANNING TIME (2nd 45 Min) Campus Principal, AP or IC may use this time for 1:1 coaching		
Tuesday		Thursday		Alternating Fridays	
B DAY CONTENT PLC	CHARTERWIDE CONTENT PLC (First 45 Min) (Alternating Tuesdays- time with/course lead & charter peers) Deliverable: Teachers engage in a two week look ahead of: 1) what are kids expected to know/learn & (2) how will we know they learned it (End Task/Language Objectives). This anchors the work of the IPP. Resource: Secondary K+S Chart On weeks Content PLCs do not meet with Course Leads and charter peers, Coach (campus or area coach) to lead PD anchored in the ILTexasGBE Chair: Course Lead & Subject Matter Expert alternating w/ campus coach/area coach (if not campus coach)	PLANNING PLC (First 45 Min) Deliverable: Using the Intellectual Prep Protocol (IPP), teachers detail out & time stamp their plans for next week . This is the I Do, We Do, You Do, for the following week, to include the student exemplar of the You Do and/or Exit Ticket (1) How am I going to teach the content? (2) What are our specific formative assessments/checks for understanding that we will take a grade on next week? Chair: Campus Department Lead or Campus Leader IPP Facilitator	PLANNING PLC (First 45 Min) When Friday falls on a B Day: Deliverable: Use previous formative assessment to plan Data Driven Instruction (DDI), impacting next week's reteach/warm up & differentiation (1) What do we do when they haven't learned it? (2) What do we do when they have/enrichment? Resources: K+S Link to DDI template Chair: Campus Department Lead		

High School Master Schedule Parameters 2021-22

All ILTexas High Schools will follow a 10 period A/B block schedule. **ADA Time 9:40am**

A Day (Mon / Wed) Alternating Fridays			B Day (Tues / Thurs) Alternating Fridays		
Per	Time	PLC	Per	Time	PLC
1	*7:55-9:25 (90) *Rhythm Check-in 1-2 Min.		6	7:55-9:25 (90)	Spanish LOTE & Fine Arts
2	9:29-10:59 (90)	9th	7	9:29-10:59 (90)	SS & Chinese LOTE
A Lunch	10:59-11:29 (30)		A Lunch	10:59-11:29 (30)	
3-A	11:33-1:03 (90)	10th	8-A	11:33-1:03 (90)	English & Leadership
3-B	11:03-12:33 (90)		8-B	11:03-12:33 (90)	
B Lunch	12:33-1:03 (30)		B Lunch	12:33-1:03 (30)	
4	1:07-2:37 (90) AP Calculus taught	11th	9	1:07-2:37 (90)	Science & CTE
5	2:41-4:11 (90)	12th		2:41-4:11 (90)	Math & Fitness

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	Aug 9	Aug 10	Aug 11	Aug 12	Aug 13
Week #1 of Cycle 1				First Day of School! A Day	B Day
	Aug 16	Aug 17	Aug 18	Aug 19	Aug 20
Week #2 of Cycle 1	A Day	B Day Content PLC-IC Led Topic: CO/LO -(Tiered PD Bronze) Link to Eduphoria CO/LO Module Part 1 E-Course	A Day	B Day	A Day First Charterwide Meeting: MTSS https://zoom.us/j/95814327789 Hold: Leadership Speakers Series, General Mattis 1:30-2:45 https://zoom.us/j/93972809223
	Aug 23	Aug 24	Aug 25	Aug 26	Aug 27
Week #3 of Cycle 1	A Day	B Day Content PLC - First Course Lead led PLC of the year(zoom)	A Day	B Day	B Day
	Aug 30	Aug 31	Sept 1	Sept 2	Sept 3
Week #4 of Cycle 1	A Day	B Day Content PLC- IC Led /LO Exit Ticket aligned (Tiered PD Bronze)	A Day	B Day	A Day First Charterwide Meeting: TIA
	Sept 6	Sept 7	Sept 8	Sept 9	Sept 10
Week #5 of Cycle 1	Labor Day Holiday	B Day Content PLC - Course Lead Led (zoom) ACTFL - Span & Chinese window opens MAP Biology	A Day ACTFL - Spanish & Chinese MAP Biology	B Day ACTFL - Spanish & Chinese	A Day Charterwide Meeting: Topic Eagle Academy ACTFL - Span & Chinese ends
	Sept 13	Sept 14	Sept 15	Sept 16	Sept 17
Week #6 of Cycle 1	A Day RLA - End Cycle STEMScopes	B Day Content PLC- IC Led Topic: Sheltered Instruction 101 Comprehensible input (Tiered PD Bronze) RLA - End Cycle STEMScopes	A Day Social Studies ECA	B Day Social Studies ECA	B Day Last day of Cycle 1

13 A
13 B

Cycle 2 (25 days of Instruction) Blank Instructional Planning Calendar

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	Sept 20	Sept 21	Sept 22	Sept 23	Sept 24
Week #1 of Cycle 2	Cycle 1 Data Day	B Day Content PLC - Course Lead Led (zoom)	A Day	B Day	A Day
	Sept 27	Sept 28	Sept 29	Sept 30	Oct 1
Week #2 of Cycle 2	A Day	B Day Content PLC- IC Led Topic: Review of 6 TLAC Technique/Recognize Reinforce Power Zone (Tiered PD Bronze)	A Day	B Day	B Day
	Oct 4	Oct 5	Oct 6	Oct 7	Oct 8
Week #3 of Cycle 2	A Day	B Day Content PLC - Course Lead Led (zoom)	A Day	Charterwide PD Day	Fall Break

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Week #4 of Cycle 2	Oct 11 Fall Break ACTFL - Span & Chinese window opens	Oct 12 Parent/Teacher Conference Day ACTFL - Span & Chinese	Oct 13 A Day - ACTFL - Span & Chinese - PSAT/NMSQT (select 11th grade) - SAT (12th grade)	Oct 14 B Day ACTFL - Span & Chinese	Oct 15 A Day Charterwide Meeting Topic TBA ACTFL - Span & Chinese ends
	Oct 18 A Day	Oct 19 B Day Content PLC- IC Led Gradual Release Module (Tiered PD Silver)	Oct 20 A Day Interim Assess: A1, E1, E2 window opens	Oct 21 B Day Interim Assess: A1, E1, E2	Oct 22 B Day Interim Assess: A1, E1, E2
Week #5 of Cycle 2	Oct 25 A Day - Interim Assess: A1, E1, E2 - RLA - End cycle (11, 12) window opens - Science STEMScopes window opens - Social Studies ECA window opens	Oct 26 B Day Content PLC - Course Lead Led (zoom) - Interim Assess: A1, E1, E2 - RLA - End cycle (11, 12) - Science STEMScopes - Social Studies ECA	Oct 27 A Day - Interim Assess: A1, E1, E2 - RLA - End cycle (11, 12) - Science STEMScopes - Social Studies ECA	Oct 28 B Day - Interim Assess: A1, E1, E2 - RLA - End cycle (11, 12) - Science STEMScopes - Social Studies ECA	Oct 29 A Day Last day of Cycle 2 - Interim Assess: A1, E1, E2 ends - RLA - End cycle (11, 12) ends - Science STEMScopes ends - Social Studies ECA ends

13 A
12 B

Cycle 3 (29 days of Instruction) Blank Instructional Planning Calendar

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Week #1 of Cycle 3	Nov 1 Cycle 2 Data Day	Nov 2 B Day Content PLC- IC Led Write critically (Tiered PD Silver)	Nov 3 A Day	Nov 4 B Day	Nov 5 A Day Charterwide Meeting: Topic TBA
	Nov 8 A Day	Nov 9 B Day Content PLC - Course Lead Led (zoom)	Nov 10 A Day	Nov 11 B Day	Nov 12 B Day
Week #2 of Cycle 3	Nov 15 A Day	Nov 16 B Day Content PLC- IC Led Topic: Sheltered Instruction 202 frequent small group talk (Tiered PD silver)	Nov 17 A Day	Nov 18 B Day	Nov 19 A Day Charterwide Meeting: Topic TBA
	Nov 22 Thanksgiving Break / Optional Tutoring Opportunity	Nov 23 Thanksgiving Break / Optional Tutoring Opportunity	Nov 24 Thanksgiving Break	Nov 25 Thanksgiving Break	Nov 26 Thanksgiving Break
Week #3 of Cycle 3	Nov 29 A Day ACTFL - Span & Chinese window opens	Nov 30 B Day Content PLC - Course Lead Led (zoom)- Last charterwide PLC with peers until January ACTFL - Span & Chinese Cycle 1 LEP Progress Monitoring	Dec 1 A Day ACTFL - Span & Chinese	Dec 2 B Day ACTFL - Span & Chinese	Dec 3 B Day ACTFL - Span & Chinese ends
	Dec 6 A Day	Dec 7 B Day Content PLC- IC Led Topic: TVB, Radar/Scan/Work in the powerzone (Tiered PD Silver) EOC - E1, A1, Bio, USH	Dec 8 A Day EOC - A1, Bio, USH Interim Assess: US History window opens	Dec 9 B Day EOC - E2 Interim Assess: US History	Dec 10 A Day Charterwide Meeting: Topic TBA - EOC - A1, Bio, USH - Interim Assess: US History - Semester Exams (teacher made) window opens
Week #4 of Cycle 3	Dec 13 A Day	Dec 14 C Day	Dec 15 A Day/Powered by BoardOnTrack	Dec 16 B Day/Semester Exam Schedule	Dec 17 B Day/Semester Exam Schedule

Last week of Semester 1	MONDAY - Interim Assess: US History - Semester Exams (teacher made)	TUESDAY No Content PLCs Today - Interim Assess: US History - Semester Exams (teacher made)	WEDNESDAY - Interim Assess: US History - Semester Exams (teacher made)	THURSDAY - Interim Assess: US History - Semester Exams (teacher made)	FRIDAY <i>Last day of Cycle 3/ Semester 1</i> - Interim Assess: US History ends - Semester Exams (teacher made) ends
Winter Break	Dec 20	Dec 21	Dec 22	Dec 23	Dec 24
	Winter Break / Optional Tutoring Opportunity	Winter Break / Optional Tutoring Opportunity	Winter Break	Winter Break	Winter Break
Winter Break	Dec 27	Dec 28	Dec 29	Dec 30	Dec 31
	Winter Break	Winter Break	Winter Break	Winter Break	Winter Break

14 A
14 B
1 C

MERRY CHRISTMAS!

Happy New Year!

Document/ Link	Purpose	ORDER	Grade or Content	Time	Campus by Area	Link to IPP Facilitator Roster
K-5 DLI Math IPP	Internalizing Eureka Math Units/Lessons	PLC 1	6th grade	7:45 - 8:30	Dallas County	
6-8. Alg I, JL, and Geom Math IPP	Internalizing Carnegie Math Units/Lessons	PLC 1 HS (B Day- 6th Period)	HS Spanish & Fine Arts	7:55-9:25	GHS	Link to IPP Facilitator Roster
PreCalculus, AP.Cal, AP.Stat	Internalizing HS Math Units/Lessons	2	7th grade	8:33-9:18	Garland K-8	Link to IPP Facilitator Roster
K-5 DLI Reading IPP	Internalizing Benchmark Units/Lessons	3	4th grade	9:21 -10:06	LDHS	Link to IPP Facilitator Roster
6-12 ELAR IPP	Internalizing Secondary English Units/Lessons (TEKS RS)	4	2nd grade	10:09 - 10:54	Lancaster K-8	Link to IPP Facilitator Roster
3-5 DLI Science IPP	Internalizing TEKS RS Units/ Stemscoptes lessons	4 (if A Day)	9th grade	9:29-10:59	Tarrant County	
6-12 Science IPP	Internalizing TEKS RS Units/ Stemscoptes lessons	PLC 2 HS (B Day- 7th Period)	HS Chinese & SS	9:29-10:59	Keller K-8	Link to IPP Facilitator Roster
6-12 SS IPP	Internalizing TEKS RS Units/ SS lessons	5	1st grade	10:58 - 11:43	Saginaw K-8	Link to IPP Facilitator Roster
K-12 Fine Arts IPP	Internalizing ILTexas Fine Arts YAG/ Lessons	6	3rd grade	11:47 - 12:32	North Richland Hills K-8	Link to IPP Facilitator Roster
9-12 CTE IPP	Internalizing ILTexas CTE YAG/ Lessons	6 if A Day	10th grade	11:33-1:03	KSHS	Link to IPP Facilitator Roster
K-5 FLES IPP	Internalizing ILTexas Chinese YAG/ Lessons	PLC 3 HS (B Day- 8thA Period)	English & Leadership	11:33-1:03	Arlington K-8	Link to IPP Facilitator Roster
6-12 Chinese LOTE IPP	Internalizing ILTexas Chinese YAG/Lessons	7	5th grade	12:36 - 1:21	Grand Prairie K-8	Link to IPP Facilitator Roster
6-12 Spanish LOTE IPP	Internalizing ILTexas Spanish Oacing Guide & Units/Lessons	8	Kinder & ES F	1:24 - 2:09	East Forth Worth K-8	Link to IPP Facilitator Roster
9-12 Leadership	Internalizing ILTexas Leadership YAG/Lessons	8 if A Day	11th grade	1:07-2:37	AGPHS	Link to IPP Facilitator Roster
		PLC 4 HS (B Day- 9th Period)	Science & CTE	1:07-2:37	Harris County	
		9	8th grade	2:12 - 2:57	Katy K8	
		PLC 5 HS (B Day- 10th Period)	Math & Fitness	2:41-4-11	Westpark K8	
		10	K-8 Fitness Coaches	3:00-3:45	KWHS	Link to IPP Facilitator Roster
		10 if A Day	12th grade	2:41-4:11 *3pm start time	Orem K-8	Link to IPP Facilitator Roster
					Windmill Lakes K-8	Link to IPP Facilitator Roster
					OWLHS	Link to IPP Facilitator Roster
					College Station K-8	Link to IPP Facilitator Roster

Cover Sheet

CHIEF ADMINISTRATIVE OFFICER REPORT

Section: IV. Superintendent-CEO Report and Information Items
Item: D. CHIEF ADMINISTRATIVE OFFICER REPORT
Purpose: FYI
Submitted by:
Related Material: Ch. Admin. Ofcr. Board Report combined 20210817.pdf



INTERNATIONAL LEADERSHIP OF TEXAS

**Faculty and Support Staff New Hires
Subsequent to July 21, 2021
For Board Notification on August 18, 2021**

NEW HIRES FOR THE 21/22 SCHOOL YEAR			
Position	Assignment	Building	Start Date
PARA - CAMPUS	INSTRUCTIONAL AIDE	AGGIELAND HIGH	07/30/2021
TEACHER	HIGH	AGGIELAND HIGH	08/02/2021
TEACHER	HIGH	AGGIELAND HIGH	08/02/2021
TEACHER	HIGH	AGGIELAND HIGH	08/02/2021
TEACHER	HIGH	AGGIELAND HIGH	08/02/2021
TEACHER	HIGH	AGGIELAND HIGH	08/02/2021
TEACHER	HIGH	AGGIELAND HIGH	08/02/2021
PROF - CAMPUS ADMIN	ASSISTANT PRINCIPAL	AGGIELAND HIGH	08/02/2021
TEACHER	HIGH	AGGIELAND HIGH	08/02/2021
LIBRARIAN	MEDIA SPECIALIST	AGGIELAND HIGH	08/02/2021
PROF - CAMPUS ADMIN	DEAN OF INSTRUCTION	ARLINGTON ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	ARLINGTON ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	ARLINGTON ELEMENTARY	08/02/2021
PARA - CAMPUS	REGISTRAR	ARLINGTON ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	ARLINGTON ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	ARLINGTON ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	ARLINGTON ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	ARLINGTON ELEMENTARY	08/02/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	ARLINGTON HIGH	07/30/2021
TEACHER	HIGH	ARLINGTON HIGH	08/02/2021
PARA - CAMPUS	ATTENDANCE CLERK	ARLINGTON HIGH	08/02/2021
TEACHER	PFC	ARLINGTON HIGH	08/02/2021
TEACHER	HIGH	ARLINGTON HIGH	08/02/2021
TEACHER	INTERVENTIONIST	ARLINGTON HIGH	08/02/2021
TEACHER	MIDDLE	ARLINGTON MIDDLE	08/02/2021
TEACHER	MIDDLE	ARLINGTON MIDDLE	08/02/2021
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	08/02/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	COLLEGE STATION ELEMENTARY	07/30/2021
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	08/02/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	COLLEGE STATION ELEMENTARY	07/30/2021
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	COLLEGE STATION ELEMENTARY	08/02/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	COLLEGE STATION ELEMENTARY	08/02/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	COLLEGE STATION ELEMENTARY	07/30/2021
TEACHER	MIDDLE	COLLEGE STATION MIDDLE	08/02/2021
TEACHER	MIDDLE	COLLEGE STATION MIDDLE	08/02/2021
TEACHER	MIDDLE	COLLEGE STATION MIDDLE	08/02/2021
TEACHER	MIDDLE	COLLEGE STATION MIDDLE	08/02/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	EAST FT WORTH ELEMENTARY	07/30/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	EAST FT WORTH ELEMENTARY	07/30/2021
TEACHER	ELEMENTARY	EAST FT WORTH ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	EAST FT WORTH ELEMENTARY	08/02/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	EAST FT WORTH ELEMENTARY	07/30/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	EAST FT WORTH ELEMENTARY	07/30/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	EAST FT WORTH ELEMENTARY	07/30/2021
TEACHER	ELEMENTARY	EAST FT WORTH ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	EAST FT WORTH ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	EAST FT WORTH ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	EAST FT WORTH ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	EAST FT WORTH ELEMENTARY	08/02/2021
LIBRARIAN	MEDIA SPECIALIST	EAST FT WORTH ELEMENTARY	07/26/2021
TEACHER	ELEMENTARY	EAST FT WORTH ELEMENTARY	08/02/2021



INTERNATIONAL LEADERSHIP OF TEXAS

TEACHER	HIGH	KELLER HIGH	08/02/2021
TEACHER	HIGH	KELLER HIGH	08/02/2021
TEACHER	HIGH	KELLER HIGH	08/02/2021
TEACHER	MIDDLE	KELLER MIDDLE	08/02/2021
TEACHER	MIDDLE	KELLER MIDDLE	08/02/2021
TEACHER	PFC	LANCASTER ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	LANCASTER ELEMENTARY	08/02/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	LANCASTER ELEMENTARY	07/30/2021
TEACHER	HIGH	LANCASTER HIGH	08/02/2021
TEACHER	HIGH	LANCASTER HIGH	08/02/2021
TEACHER	MIDDLE	LANCASTER MIDDLE	08/02/2021
TEACHER	MIDDLE	LANCASTER MIDDLE	08/02/2021
TEACHER	ELEMENTARY	NRH ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	NRH ELEMENTARY	08/02/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	NRH ELEMENTARY	07/30/2021
TEACHER	ELEMENTARY	NRH ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	NRH ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	NRH ELEMENTARY	08/02/2021
TEACHER	MIDDLE	NRH MIDDLE	08/02/2021
TEACHER	ELEMENTARY	OREM ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	OREM ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	OREM ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	OREM ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	OREM ELEMENTARY	08/02/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	OREM ELEMENTARY	08/10/2021
TEACHER	ELEMENTARY	OREM ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	OREM ELEMENTARY	08/02/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	OREM ELEMENTARY	07/30/2021
TEACHER	ELEMENTARY	OREM ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	OREM ELEMENTARY	08/02/2021
PROF - CAMPUS ADMIN	ASSISTANT PRINCIPAL	OREM ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	OREM ELEMENTARY	08/02/2021
TEACHER	PFC	OREM ELEMENTARY	08/02/2021
TEACHER	MIDDLE	OREM MIDDLE	08/02/2021
TEACHER	MIDDLE	OREM MIDDLE	08/02/2021
TEACHER	MIDDLE	OREM MIDDLE	08/02/2021
TEACHER	MIDDLE	OREM MIDDLE	08/02/2021
TEACHER	MIDDLE	OREM MIDDLE	08/02/2021
TEACHER	MIDDLE	OREM MIDDLE	08/02/2021
PROF - CAMPUS ADMIN	ASSISTANT PRINCIPAL	OREM MIDDLE	08/02/2021
TEACHER	MIDDLE	OREM MIDDLE	08/02/2021
NURSE	NURSE	SAGINAW ELEMENTARY	07/30/2021
TEACHER	ELEMENTARY	SAGINAW ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	SAGINAW ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	SAGINAW ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	SAGINAW ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	SAGINAW ELEMENTARY	08/02/2021
TEACHER	PFC	SAGINAW ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	SAGINAW ELEMENTARY	08/02/2021
TEACHER	MIDDLE	SAGINAW MIDDLE	08/02/2021
TEACHER	ELEMENTARY	WEST PARK ELEMENTARY	08/02/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	WEST PARK ELEMENTARY	07/30/2021
TEACHER	ELEMENTARY	WEST PARK ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	WEST PARK ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	WEST PARK ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	WEST PARK ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	WEST PARK ELEMENTARY	08/02/2021
TEACHER	PFC	WEST PARK ELEMENTARY	08/02/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	WEST PARK ELEMENTARY	07/30/2021
COUNSELOR	COUNSELOR	WEST PARK ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	WEST PARK ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	WEST PARK ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	WEST PARK ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	WEST PARK ELEMENTARY	08/02/2021
TEACHER	MIDDLE	WEST PARK MIDDLE	08/02/2021
TEACHER	MIDDLE	WEST PARK MIDDLE	08/02/2021



INTERNATIONAL LEADERSHIP OF TEXAS

TEACHER	MIDDLE	WEST PARK MIDDLE	08/02/2021
TEACHER	MIDDLE	WEST PARK MIDDLE	08/02/2021
COUNSELOR	COUNSELOR	WINDMILL LAKES HIGH	07/27/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	WINDMILL LAKES HIGH	07/30/2021
TEACHER	HIGH	WINDMILL LAKES HIGH	08/02/2021
TEACHER	HIGH	WINDMILL LAKES HIGH	08/02/2021
TEACHER	HIGH	WINDMILL LAKES HIGH	08/02/2021
TEACHER	HIGH	WINDMILL LAKES HIGH	08/02/2021
TEACHER	HIGH	WINDMILL LAKES HIGH	08/02/2021
TEACHER	HIGH	WINDMILL LAKES HIGH	08/02/2021
TEACHER	HIGH	WINDMILL LAKES HIGH	08/02/2021
TEACHER	HIGH	WINDMILL LAKES HIGH	08/02/2021
TEACHER	HIGH	WINDMILL LAKES HIGH	08/02/2021
TEACHER	HIGH	WINDMILL LAKES HIGH	08/02/2021
TEACHER	HIGH	WINDMILL LAKES HIGH	08/02/2021
TEACHER	HIGH	WINDMILL LAKES HIGH	08/02/2021
PARA - CAMPUS	RECEPTIONIST	WM LAKES ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	WM LAKES ELEMENTARY	08/02/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	WM LAKES ELEMENTARY	07/30/2021
COUNSELOR	COUNSELOR	WM LAKES ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	WM LAKES ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	WM LAKES ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	WM LAKES ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	WM LAKES ELEMENTARY	08/02/2021
TEACHER	PFC	WM LAKES ELEMENTARY	08/02/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	WM LAKES ELEMENTARY	07/30/2021
PARA - CAMPUS	INSTRUCTIONAL AIDE	WM LAKES ELEMENTARY	07/30/2021
TEACHER	ELEMENTARY	WM LAKES ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	WM LAKES ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	WM LAKES ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	WM LAKES ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	WM LAKES ELEMENTARY	08/02/2021
TEACHER	ELEMENTARY	WM LAKES ELEMENTARY	08/02/2021
TEACHER	MIDDLE	WM LAKES MIDDLE	08/02/2021
TEACHER	MIDDLE	WM LAKES MIDDLE	08/02/2021
TEACHER	MIDDLE	WM LAKES MIDDLE	08/02/2021
TEACHER	MIDDLE	WM LAKES MIDDLE	08/02/2021
TEACHER	MIDDLE	WM LAKES MIDDLE	08/02/2021
COUNSELOR	COUNSELOR	WM LAKES MIDDLE	07/26/2021
TEACHER	MIDDLE	WM LAKES MIDDLE	08/02/2021
TEACHER	MIDDLE	WM LAKES MIDDLE	08/02/2021

Total employees hired subsequent to 7/21/2021: 230
Total Employee Count for 21/22 SY: 2,292
All employees are contingent upon Fingerprint and HR Clearance.



INTERNATIONAL LEADERSHIP OF TEXAS

Authorized Position Report**August 18, 2021****21/22 SCHOOL YEAR**

Position	# Positions	Positions Filled	Available FTE	Pending	Unfilled
AUX - FOOD SERVICE	15.00	12.00	3.00		3.00
AUX - MAINTENANCE	35.00	32.00	3.00		3.00
AUX - TRANSPORTATION	32.00	19.00	13.00		13.00
COUNSELOR	52.00	46.00	6.00		6.00
LIBRARIAN/MEDIA	20.00	20.00	-		-
NURSE	18.00	16.00	2.00		2.00
PARA - CAMPUS - INSTRUCTIONAL AIDE	311.00	239.00	72.00	24.00	48.00
OFFICE	129.00	121.00	8.00		8.00
PARA - DISTRICT	131.00	127.00	4.00		4.00
PROF - CAMPUS	37.00	28.00	9.00	4.00	5.00
PROF - CAMPUS ADMIN	90.00	90.00	-		-
PROF - DISTRICT	196.00	165.00	31.00	6.00	25.00
SLP	13.00	10.00	3.00		3.00
SUPERINTENDENT	1.00	1.00	-		-
TEACHER	1,399.00	1,366.00	33.00		33.00
Total	2,479.00	2,292	187	34	153

Cover Sheet

CONSIDER/ACT TO APPROVE AUGUST 18, 2021 CONSENT AGENDA ITEMS

Section: VII. CONSENT AGENDA
Item: A. CONSIDER/ACT TO APPROVE AUGUST 18, 2021
CONSENT AGENDA ITEMS
Purpose: Vote
Submitted by:
Related Material: 8-18-21 CONSENT ITEM EXHIBITS IN SEQUENCE.pdf

CONSENT ITEM

**BOARD POLICY ON
ACCELERATED
INSTRUCTION**

**INTERNATIONAL LEADERSHIP OF TEXAS BOARD POLICY
MANUAL**

POLICY GROUP 2 – INSTRUCTION

**ACCELERATED INSTRUCTION – UNSATISFACTORY
PERFORMANCE ON ASSESSMENT INSTRUMENTS**

PG-2.20

Sec. 1. UNSATISFACTORY PERFORMANCE ON STATE ASSESSMENTS

a) *Accelerated Instruction*

Each time a student fails to perform satisfactorily on an assessment instrument in the third, fourth, fifth, sixth, seventh, or eighth grade, ILTexas shall provide to the student accelerated instruction in the applicable subject area during the subsequent summer or school year and either:

1. Allow the student to be assigned a classroom teacher who is certified as a master, exemplary, or recognized teacher for the subsequent school year in the applicable subject area; or
2. Provide the student supplemental instruction, as described in Sec.1-d below.

Education Code 28.0211(a-1), (n-1).

In providing accelerated instruction, ILTexas, may not remove a student, except under circumstances for which a student enrolled in the same grade level who is not receiving accelerated instruction would be removed, from:

1. Instruction in the core/foundation curriculum and enrichment curriculum for the grade level in which the student is enrolled; or
2. Recess or other physical activity that is available to other students enrolled in the same grade level.

Education Code 28.0211(a-3).

Accelerated instruction provided during the following school year may require participation of the student before or after normal school hours. *Education Code 28.0211(a-2).*

b) *Accelerated Learning Committee*

ILTexas shall establish an accelerated learning committee for each student who does not perform satisfactorily on:

1. The third grade mathematics or reading assessment instrument;
2. The fifth grade mathematics or reading assessment instrument; or
3. The eight grade mathematics or reading assessment instrument.

Education Code 28.0211(a).

Each committee shall be composed of the principal or designee, the student's parent or guardian, and the teacher of the subject of an assessment instrument on which the student failed to perform

DATE ISSUED: 08/18/2021

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INTERNATIONAL LEADERSHIP OF TEXAS BOARD POLICY

MANUAL

POLICY GROUP 2 – INSTRUCTION

ACCELERATED INSTRUCTION – UNSATISFACTORY

PERFORMANCE ON ASSESSMENT INSTRUMENTS

PG-2.20

satisfactorily. ILTexas shall notify the parent or guardian of the time and place for convening the accelerated learning committee and the purpose of the committee. *Education Code 28.0211(c)*.

An accelerated learning committee shall, not later than the start of the subsequent school year, develop an educational plan for the student that provides the necessary accelerated instruction to enable the student to perform at the appropriate grade level by the conclusion of the school year. The educational plan developed by an accelerated learning committee must be documented in writing, and a copy must be provided to the student’s parent or guardian. *Education Code 28.0211(f), (f-1)*.

If a student who fails to perform satisfactorily on an assessment instrument specified above fails in the subsequent school year to perform satisfactorily on an assessment instrument in the same subject, the Superintendent or designee¹ shall meet with the student’s accelerated learning committee to:

1. Identify the reason the student did not perform satisfactorily; and
2. Determine, in order to ensure the student performs satisfactorily on the assessment instrument at the next administration of the assessment instrument, whether:
 - a. The educational plan developed for the student must be modified to provide the necessary accelerated instruction for that student; and
 - b. Any additional resources are required for the student.

Education Code 28.0211(f-4).

During the school year, the student shall be monitored to ensure that he or she is progressing in accordance with the educational plan developed by the accelerated learning committee. ILTexas shall administer to the student the assessment instrument for the grade level in which the student is placed at the time. ILTexas regularly administers the assessment instruments for that school year.

c) *Parent Appeal of Educational Plan*

The Superintendent or designee shall develop a process to allow a parent to contest the content or implementation of an educational plan developed by a student’s accelerated learning committee. This process shall recognize the Board’s final authority to hear or decide parent and student grievances. The grievance process shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level. The Superintendent or designee shall ensure that the parent appeal process is made available to students and parents through the Student and Parent Handbook.

¹ The Superintendent’s designee may be an employee of a regional education service center and may not be a person who served on the student’s accelerated learning committee.

INTERNATIONAL LEADERSHIP OF TEXAS BOARD POLICY**MANUAL****POLICY GROUP 2 – INSTRUCTION****ACCELERATED INSTRUCTION – UNSATISFACTORY****PERFORMANCE ON ASSESSMENT INSTRUMENTS**

PG-2.20

The Board shall retain final authority to hear or decide parent and student grievances. *19 TAC 100.1033(b)(14)(C)(i)*. The Board may conduct a closed meeting when hearing or deciding a parent or student grievance as allowed by applicable law. *Gov't Code Ch. 551, Subch. D*.

d) *Supplemental Instruction*

If ILTexas receives funding under Education Code 29.0881, the Coronavirus Response and Relief Supplemental Appropriations Act, or the American Rescue Plan Act of 2021, the supplemental instruction provided by ILTexas must:

1. Include targeted instruction in the essential knowledge and skills for the applicable grade levels and subject area;
2. Be provided in addition to instruction normally provided to students in the grade level in which the student is enrolled;
3. Be provided for no less than 30 total hours during the subsequent summer or school year and, unless the instruction is provided fully during summer, include instruction no less than once per week during the school year;
4. Be designed to assist the student in achieving satisfactory performance in the applicable grade level and subject area;
5. Include effective instructional materials designed for supplemental instruction;
6. Be provided to a student individually or in a group of no more than three students, unless the parent or guardian of each student in the group authorizes a larger group;
7. Be provided by a person with training in the applicable instructional materials for the supplemental instruction and under the oversight of ILTexas; and
8. To the extent possible, be provided by one person for the entirety of the student's supplemental instruction period.

Education Code 28.0211(a-4).

e) *Placement After Promotion*

A student who fails to perform satisfactorily on an assessment instrument specified under Sec. 1-b above and is promoted to the next grade level must be assigned in the subsequent school year in each subject in which the student failed to perform satisfactorily to an appropriately certified teacher who meets all state and federal qualifications to teach that subject and grade. ILTexas may request that the commissioner waive the requirement regarding the assignment of a student to an appropriately certified classroom teacher. *Education Code 28.0211(n), (n-1)*.

f) *Parent Requests Concerning Classroom Assignments*

The Superintendent or designee shall establish a process allowing for the parent or guardian of a student who fails to perform satisfactorily on an assessment instrument specified in Sec. 1-b above to make a request for consideration that the student be assigned to a particular classroom teacher

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INTERNATIONAL LEADERSHIP OF TEXAS BOARD POLICY

MANUAL

POLICY GROUP 2 – INSTRUCTION

ACCELERATED INSTRUCTION – UNSATISFACTORY

PERFORMANCE ON ASSESSMENT INSTRUMENTS

PG-2.20

in the applicable subject area for the subsequent school year, if more than one classroom teacher is available. *Education Code 28.0211(a-5)*. This process shall be included in the ILTexas Student Handbook.

g) *Parental Notification of Performance and Accelerated Instruction*

In addition to providing the accelerated instruction, ILTexas shall notify the student’s parent or guardian of:

1. The student’s failure to perform satisfactorily on the assessment instrument;
2. The accelerated instruction program to which the student is assigned; and
3. The possibility that the student might be retained at the same grade level for the next school year.

Whenever ILTexas is required to notify a parent or guardian about the requirements related to promotion and accelerated instruction, ILTexas shall make a good-faith effort to ensure that the notice is provided either in person or by regular mail, is clear and easy to understand, and is written in English or in the parent or guardian’s native language. *Education Code 28.0211(d), (h)*.

Sec. 2. SPECIAL EDUCATION STUDENTS

The admission, review, and dismissal (“ARD”) committee of a student who participates in ILTexas’s special education program and who does not perform satisfactorily on an assessment instrument specified in Sec. 1-b above and administered under Education Code 39.023(a) or (b) must meet to determine the manner in which the student will participate in an accelerated instruction program. *Education Code 29.0211(i)*.

CONSENT ITEM

**DATA QUALITY
MANUAL**

DATA QUALITY MANUAL

2021-2022



International Leadership of Texas
1820 North Glenville Dr • Richardson, Texas 75081 • (972) 479-9078

(Revised 07/22/2020)

This publication is provided in cooperation with



Send all inquiries and request for permission to: Charter School
Assistance Grant
ESC Region 11
3001 North Freeway Fort Worth, Texas
76106

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DATA QUALITY MANUAL

International Leadership of Texas Charter School 2021-2022

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BOARD OF TRUSTEES

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Vice-President

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Board Secretary

Gabriela Smith
Board Member

Dr. Soner Tarim
Board Member

Peter A. Gudmundsson
Board Member

Chris Moreland
Board Member

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Superintendent & Chief Executive Officer

James Dworkin
Chief Financial Officer

Dr. Thomas Seaberry
Deputy Superintendent of School Leadership

Aaron Thorson
Chief of Staff

Dr. Laura Carrasco
Deputy Superintendent of Academics and Student Services

Jerry McCreight
Chief Administrative Officer

Craig Timberlake
Chief of Student Leadership Development

Tim Brightman
Chief Legal Officer

Regina Jones
Chief Equity Officer

Lucy Mariappa
Chief Information Officer

Angela Marcellus
Chief Development Officer

Dr. Matilda Orozco
Area Superintendent-Houston

Anthony Palagonia
Area Superintendent-Dallas

Rodney Cooksy
Area Superintendent-Tarrant

INTRODUCTION

The International Leadership of Texas Data Quality Manual has been compiled to provide district and campus personnel with a detailed overview of the data collection process and its impact on state funding, compliance, and accountability. Procedures and processes designed to improve data quality accuracy and integrity through the implementation of a district-wide data quality initiative are presented as described.

The manual addresses each type of data required for funding and compliance and provides:

- Data type
- Standard procedures for data collection
- Eligibility requirements or mandated procedures and processes
- Documentation required to support coding
- Audit preparation including problems experienced in previous audits

PROGRAMS

- The International Leadership of Texas Data Quality Manual includes specific program requirements, procedures, and forms that relate to the gathering of data reported to TEA. These programs may also have separate operation manuals.
- Though every effort has been made to insure the accuracy of the content contained within this document, frequent changes to federal laws and state mandates can potentially impact the policies and procedures outlined within the International Leadership of Texas Data Quality Manual. Any questions should be directed to those responsible for the program in question.

DATA QUALITY MANUAL HISTORY

School districts receive a large percentage of their operational funds from state and federal agencies; therefore, specific documentation and reporting requirements have always existed in order for districts to receive these funds. In addition, the districts have been audited by the agencies supplying the funds in order to verify that the districts were eligible to receive the funds requested and determine that the money was spent properly.

Prior to 1984, the reporting burden on the districts was massive and much of the information requested was duplicated in different reports; for example, one enrollment report might request the number of students in the district by grade level and sex while another report asked for the same information by sex and ethnic category. However, when the two reports were compared, the total number of students did not agree because the reporting terms, such as “enrolled” or “in membership” were open to interpretation.

Many of the reports asked for “unduplicated” counts, which was an almost impossible task in a district with high mobility and a largely manual (paper) reporting system which reported only totals by campus or district.

School districts appealed to state legislatures to ease the reporting burden by requiring the Texas Education Agency (TEA) to reduce the number of reports required and establish an oversight function to provide the district with all the reporting requirements for the school year at the beginning of the year in standard formats.

In late 1984, just after the passage of House Bill 72, the TEA decided to convene an Agency-wide task force to examine the reporting implications of the new legislation. After considerable study of the upcoming accountability requirements and consultation with several other states, the task force’s recommendation was that a coordinated database for accountability was needed. The review group foresaw the Agency’s need to have the ability to respond to the almost infinite variety of queries for school district information made by policy makers. Detailed, rather than aggregated data would be necessary in order to have a flexible system.

This new system became known as the Public Education Information Management System (PEIMS). The first PEIMS collection took place in the fall of 1987. The organization, budget, payroll, and staff demographic and responsibility data were collected. The requirement that all school districts submit data through the PEIMS is found in Texas Education Code (TEC) § 42.006.

There are four PEIMS submissions each year. Only three of them contain student data. The mid-year submission contains financial data only.

During the 2012-2013 school year, the Texas Education Agency began the process of completely overhauling the data reporting system used by LEAs. During the fall of 2012, schools were introduced to the Texas Student Data System which would integrate all components of PEIMS in addition to other data that would ultimately be reported. Based on the current projection, the Texas Student Data System (TSDS) would be fully implemented by the 2016-2017 school year.

FEDERAL AND STATE COMPLIANCE

FEDERAL AND STATE COMPLIANCE

Program Contact and Accountability

Myrna Apodaca, Executive Director of PEIMS, MApodaca@ILTexas.org

Krystal Lovato, Executive Director of Federal Programs, KLovato@iltexas.org

James Dworkin, Chief Financial Officer, jdworkinr@ILTexas.org

Definition

Executive Director of Federal Programs is the administrative point person who is responsible for assimilating federal data requirement changes and developing policies and procedures to implement those changes. Chief Financial Officer is the administrative point person who is responsible for assimilating state data requirement changes and developing policies and procedures to implement those changes.

Information Distribution

Monitor and report on legislative actions which may impact International Leadership of Texas. Revise, distribute, and ensure training for school and district staff on use of the Elementary Guidelines and the Secondary Guidelines. Provide training for school staff on mandated policies and procedures and monitor response where specific action is required.

Data Monitoring and Problem Identification

Monitor data related to funding eligibility, accreditation, and compliance to determine that appropriate documentation is being maintained and to identify discrepancies, errors, or omissions of data that impact these issues. Monitor specialized student-related reporting such as discipline, dropouts, Student Success Initiative, etc. to ensure compliance with all reporting specifications.

Data Quality

Improve the quality of student data which impacts funding, accreditation and compliance through increased extensive, on-site campus auditing and monitoring. Interface with International Leadership of Texas departments to get input on required documentation for their area of responsibility and identify potential data problems in that area. Implement or initiate standard procedures to verify that student data meets all state requirements. Train and monitor school staff in this process.

Data Accountability

Executive Director of Federal Program is responsible for editing all reports or surveys submitted by International Leadership of Texas to state and federal agencies. DLI/ELL coordinator is responsible for requests by other entities, such as the media, to determine if data are compatible with PEIMS data, are reasonable based on trend analysis, and comply

with the requirements or instructions designated by the report, survey or request. Approve all reports, surveys, and requests prior to submission or release.

Compliance

Monitor and identify campus and district compliance with local, state, and federal mandates concerning reporting of student data and school operations. Notify principals when school practices are not aligned with policy and state regulations. Provide support for school staff in coding student data for funding and accountability.

Student Records

Maintain an electronic file of transcripts and census data for graduates and inactive students in order to provide copies to the public, to colleges and universities, and to businesses, upon request. Supervise and provide training for school record clerks and registrars. Monitor state regulations regarding record management and maintenance of the Academic Achievement Record. Facilitate storage of inactive records for closed schools.

How the charter school maintains attendance records (including computerized records, period absence slips, and official calendar) after the completion of the school year; and what backup systems are in place to protect the attendance accounting records.

1. Attendance records: Attendance records are maintained electronically by vendor ISCorp.
2. Backup systems are in place to protect the attendance accounting records as follows:
 1. Daily backups are preserved for one month
 2. Weekly backups are preserved for three months
 3. Monthly backups are preserved for one year
 4. Annual backups: ISCorp maintains Long-Term Data Archiving for ten years and copies are sent to the School upon the School's request.
 5. Offsite backups: ISCorp sends encrypted backups to an offsite facility daily Monday through Friday.
3. Official calendar: ILTexas maintains an electronic copy of its official calendar on a Google Drive cloud server. The calendar is maintained on that server indefinitely after the end of the school year.

Records Management

Serve as Records Management Office appointed by International Leadership of Texas Board of Education as prescribed by Local Governments Records Act and implement, monitor, and supervise a records management program in the district to ensure compliance with all provisions and mandates of the Act.

Facilitate use of the Texas Records Exchange (TREx) by district personnel.

Improving Data Quality

Planning is the key in any project with the goal to improve the quality of the data reported to state and federal agencies. The district PEIMS coordinator receives PEIMS related information. They are responsible for dissemination of information to other staff in a timely manner. Every staff member who is responsible for information reported to PEIMS must have documentation and training made available to them. A campus administrator will assume the responsibility for verification of the data and implement procedures to address any data quality issues.

Data Analysis and Verification

The more verification that can be incorporated into a school's regular data-generating activities, the better data the school district is likely to produce. It is much easier and more efficient to identify and correct mistakes on a current basis rather than on an historical basis. PEIMS reporting is much easier if the information is collected and reviewed regularly rather than all at once before the reporting deadline.

The Campus PEIMS clerk, in conjunction with the responsible staff, should devise a list of reasonableness and accuracy tests appropriate for each data element or set of data elements. For example, reasonableness and accuracy tests could consist of comparing certain results with results from prior years or establishing allowable ranges for certain items. A school's goal should be to edit information on an on-going basis rather than only when information is submitted for PEIMS. This process promotes better data for day-to-day school district operations rather than just during PEIMS submission.

The PEIMS reporting process provides several good examples in which day-to-day data review and analysis can be combined with one-time review and editing to provide accurate information. For example, if a school collects and processes attendance information on a daily basis and reviews the attendance data at the end of each six-week reporting period, then the process of attendance reporting for PEIMS is simplified. Problems and inaccuracies are corrected at the end of each six-week period when the personnel who collect the data are more likely to remember what caused the problem. When the information is due, the school completes the final six-week period as usual, edits the data for the year, and reviews each reporting period for reasonableness. This process is more likely to result in fewer errors than a process that attempts to correct attendance data for the year on or near the PEIMS reporting deadline.

Campus Professionals and Data Entry Staff

- Responsible for overseeing the reasonableness and accuracy of data by designing and implementing procedures at the campus to ensure the data that affects funding, compliance, or accreditation is complete; and correct by identifying areas of concern and determining corrective action. Advise the campus principal of the status of data quality on a regular basis.
- Collaborate with principal to designate campus contacts for each data type that impacts funding, compliance, and accreditation.

- Compile a list of persons at the campus responsible for special program content knowledge should be distributed to the necessary personnel.
- Identify, document and supply data reporting timelines and procedures to any personnel affected by them.
- Compile regular status reports for the principal regarding data quality at the campuses.

Data Entry Personnel

- Responsible for entering data as specified by a campus professional staff member.
- All data entry persons must be trained in the district's SMS software system in a timely manner.
- Become familiar with the policies in the Student Attendance Accounting Handbook
- Have copies of the Elementary and Secondary Guidelines available.
- Have copies of the data reporting timelines as well as the list of the personnel responsible for providing them with the data to enter into the computer.

Provide verification reports to the special program coordinators to be checked for accuracy of the data in the system. These reports must be provided in time to make necessary corrections before the PEIMS submissions.

DATA ASSIMILATION AND REPORTING

DATA ASSIMILATION AND REPORTING

Program Contact and Accountability

Myrna Apodaca, Director of PEIMS, MApodaca@iltexas.org

Shawn “Denise” Hendrick, Assistant Director of PEIMS shendrick@iltexas.org

Pamela Clingan, Enrollment Manager, pclingan@iltexas.org

Samary Casanova, Houston Area District Registrar, scasanova@iltexas.org

Ana Chacon, Houston Assistant Area District Registrar, achacon@iltexas.org

Victoria Cruz, Tarrant Area District Registrar, vcruz@iltexas.org

Priscilla Bogue, Tarrant Assistant Area District Registrar, pbogue@iltexas.org

Arianna Reyes, Dallas Area District Registrar, areyes@iltexas.org

Public Education Management System (PEIMS)

The submission of Public Education Information Management System (PEIMS) data is required of all Texas school districts. It includes all data collected from schools used for evaluating, monitoring, or auditing public education; and it utilizes:

- A standard set of definitions, codes, formats, procedures, and dates
- Standard edit procedures available via the Internet
- An established database design with approved security measures for access
- A production system for loading into the TEA’s enterprise database
- Written documentation of the values stored in the system
- An established life cycle for changes to the system (two years)
- A standard set of reports available on the Internet
- A mandated sunset process to review the justification of all data elements every three years

Types of Data Currently Collected

- The following data is currently being collected for accountability purposes:
- Organization (district and campus identification)
- Staff data (identification, demographic, responsibility)
- Finance data (budget, actual financial, payroll)
- Student identification and demographics

- Student enrollment and special program participation data, which includes Title I, Career and Technical Education, Bilingual/ESL, Pregnancy Related Services, Life Skills Program for Student Parents, Migrant, Immigrant, Gifted/Talented, Optional Flexible School Day Program (OFSDP), and Special Education
- Attendance data (Average Daily Attendance for funding) and summer school attendance
- Classroom Link information
- Course completion data (Grades 1-12 only)
- School leaver data (graduates, dropouts), and
- Disciplinary action data (suspensions, expulsions).

TEA Utilization of Reported Data

- Audits
- Legislative Decision-Making
- Calculation of Administrative Costs
- Determine District and Campus Accountability Ratings
- Academic Excellence Indicator System (AEIS) – 1990-2012
- Texas Academic Performance Report (TAPR) – 2012-Current
- School Report Card

International Leadership of Texas Use of Reported Data

- Staffing ratios
- Campus budgeting
- School operations
- Enrollment projections
- Budget projections
- Campus boundary revisions
- Monitor Special Programs Expenditures
- Textbook request verification

Texas Student Data System

Beginning in 2013-2014, the Texas Education Agency adopted a new process of gathering and reporting data. The Texas Student Data System (TSDS), a major initiative by the Texas Education Agency, is a new statewide system that modernizes and improves the quality of data collection, management, and reporting in Texas education. International Leadership of Texas is scheduled to roll out the TSDS PEIMS and Dashboards during the 2015-2016 school year.

Through the new student GPSTM Dashboards and other improvements, TSDS will support higher student performance across the state.

TSDS also replaces and expands on the existing Public Education Information Management System (PEIMS):

- TSDS modernizes the PEIMS data collection process to reduce technology risk and system downtime allowing for more system availability and ease of use.
- It puts real-time student performance data in the hands of educators to improve student achievement.
- TSDS will become the one common data collection platform for TEA to reduce the data collection burden on districts and charter schools.

Access to PEIMS

- The PEIMS application is only available to authorized LEA, campus, and ESC staff. A TEA issued logon is required to access the application.
- Only Superintendents or persons acting in the role and responsibility of a Superintendent may certify a PEIMS submission through the electronic Statement of Approval (SOA). This responsibility may not be delegated or shared with a second person

PEIMS Submission Process

- Campus Input of Data
- Data Edited at Campus and Reviewed for Accuracy
- Errors Corrected and Edited Again at Campus Level
- District Aggregation of Campus Data
- Data Edited at District Level
- Address All Fatal Error, Special Warnings and Warnings
- Data Reviewed and Superintendent's Signature Assigned
- Notify Educational Service Center
- Educational Service Center Completes Edit Process (as per service contract)
- Approval forwarded to the TEA by Educational Service Center

PEIMS Submission Schedule

Submission dates are determined by the TEA and may vary by a day or two each year. Provisions for a resubmission exist for each submission approximately three weeks later. In addition, there are separate provisions for year-round-schools. All submission dates and resubmission dates are published in the Legacy PEIMS Data Standards. The district is responsible for delivery of the data to TEA by the specified due dates. Extensions will not be approved unless substantiated by extreme circumstances (e.g., fire in administration building).

Submission 1 (Fall Snapshot) - This submission includes every student enrolled in school by the “as of” date, which is the last Friday in October and their special program participation. It also includes all the students who were enrolled the previous year but who are not enrolled this year (graduates, dropouts, and students who enrolled in some other school system).

Submission 2 (Mid-Year) - This submission includes organizational data and the actual financial data from the previous year.

Submission 3 (End-of-Year / Summer) - This submission is a cumulative record of student attendance and contact

hours for special programs, course completion, and disciplinary actions (expulsions and suspensions) for the entire school year. State funding is based on this submission.

Submission 4 (Extended Year) - This submission is a cumulative record of attendance in the summer school provided for students who do not meet promotion standards in the regular school year and/or the students served by special education who are expected to regress over the summer months without continued services (Extended School Year–ESY). Funding for summer school is based on this submission.

Nurses’ Report – Schools are mandated to insure students are adequately immunized and that each student is screened for vision and spinal issues. Records of these screenings are maintained by each campus nurse and must be submitted by the district to the Texas Department of State Health Services.

The information collected for PEIMS is utilized by TEA in the following ways:

Submission 1 SNAPSHOT	Submission 2 Actual Financial Data Prior Year	Submission 3 Summer	Submission 4 End-of-Year
<p><u>Included Data:</u></p> <ul style="list-style-type: none"> ❖ snapshot data – data reflect the status of the district on the last Friday of October. Data includes budget, staff, organization, and student data. ❖ leaver data – data on graduates, dropouts, and other school leavers identified during the prior school year. (i.e.: 2009-2010 reports leavers for 2008-2009) 	<p><u>Included Data:</u></p> <ul style="list-style-type: none"> ❖ actual audited ❖ financial data from the previous year 	<p><u>Included Data:</u></p> <ul style="list-style-type: none"> ❖ student attendance data, ❖ course completion data & Classroom Link information <ul style="list-style-type: none"> ❖ discipline data, ❖ restraint data, and ❖ Title I, Part A data. 	<p><u>Included Data:</u></p> <ul style="list-style-type: none"> ❖ Dual credit courses completed during the summer ❖ extended school year services (ESY) data, and ❖ bilingual/ESL summer school program.

<p><u>Used to:</u></p> <ul style="list-style-type: none"> ❖ calculate compensatory entitlement, ❖ monitor special programs, ❖ report to the federal government, ❖ calculate retention, ❖ calculate basic profiles for AEIS, and perform desk audits. 	<p><u>Used to:</u></p> <ul style="list-style-type: none"> ❖ report to the state legislature, ❖ monitor special, program expenditures, ❖ audit districts, and perform desk audits. 	<p><u>Used to:</u></p> <ul style="list-style-type: none"> ❖ calculate FSP final allotments, ❖ calculate attendance and course completion, ❖ create a portion of the AEIS, ❖ augment the monitoring of special programs, and perform desk audits. 	<p><u>Used to:</u></p> <ul style="list-style-type: none"> ❖ calculate ESY funding, ❖ calculate BIL/ESL summer school funding, ❖ monitor special programs, and perform desk audits.
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Timelines and Verification of Tasks

The International Leadership of Texas PEIMS Department has established timelines for all student information. Timelines reflect dates and deadlines for each step of the data quality process. The schools are responsible for delivery of student data on the specified due dates.

LEA and Campus TEA Deadlines

Campus data is to be verified and submitted to the LEA a week prior to the dates below.

Fall Collection (prior/current year data)

First submission- December 3, 2021

Resubmission- January 25, 2021

Midyear Collection (prior year data)

First submission-January 28, 2022

Resubmission-February 11, 2022

Summer Collection (current year data)

First submission-June 17, 2022

Resubmission- July 15, 2022

Extended Year Collection (current year data)

First submission-August 26, 2022

Resubmission- September 16, 2022

LEA data submission timeline is in accordance with the **2021-2022 SUBMISSION AND RESUBMISSION TIMELINES**

2020-2021 Submissions Sorted by Due Date	
TSDS PEIMS ready to load data to eDM	August 3, 2020
TSDS ready to load data to eDM	August 3, 2020
Charter School Waitlist ready for users to promote data	September 14, 2020
Class Roster Fall ready for users to promote data	September 14, 2020
PEIMS Fall Submission ready for users to promote data	September 14, 2020
RF Tracker ready for users to promote data	September 14, 2020
SPPI-14 ready for users to promote data	September 14, 2020
Special Education Language Acquisition ready for users to promote data	September 14, 2020
Charter School Waitlist snapshot date - Last Friday in September	September 25, 2020
Charter School Waitlist ready for users to complete	September 25, 2020
Class Roster Fall ready for users to complete	September 25, 2020
Class Roster Fall snapshot date – Last Friday in September	September 25, 2020
Close of school-start window - Last Friday in September	September 25, 2020
Class Roster Fall Submission due date for LEAs	October 15, 2020
SPPI-14 ready for users to complete	October 26, 2020

Class Roster Fall data available to customers	October 29, 2020
Charter School Waitlist Submission due date for charter schools	October 30, 2020
PEIMS Fall snapshot date	October 30, 2020
TSDS PEIMS ready for users to complete, approve, and accept submissions	November 2, 2020
ECDS Kindergarten ready for users to promote data	November 9, 2020
ECDS Prekindergarten ready for users to promote data	November 9, 2020
PEIMS Mid-Year Submission ready for users to promote data	November 9, 2020
Requests to retire Unique IDs due at TEA	November 27, 2020
PEIMS Fall first submission due date for LEAs and ESCs	December 3, 2020
All RF Tracker data up to this point must be promoted and validated LEA will continue to report RF Tracker data as students enter and exit residential facilities or on a monthly basis throughout the school year.	December 4, 2020
TSDS PEIMS ready for users to complete, approve, and accept submissions	December 14, 2020
Requests to retire Unique IDs due at TEA	January 8, 2021
PEIMS Fall resubmission due date for LEAs and ESCs	January 14, 2021
Class Roster Winter ready for users to promote data	January 25, 2021
ECDS Kindergarten submission due date for LEAs	January 28, 2021
PEIMS Mid-Year first submission due date for LEAs and ESCs	January 28, 2021
PEIMS Mid-Year resubmission due date for LEAs and ESCs	February 11, 2021

ECDS Kindergarten data available to customers	February 11, 2021
PEIMS Fall data available to customers	February 11, 2021
SPPI-14 submission due date for LEAs	February 18, 2021
Class Roster Winter ready for users to complete	February 26, 2021
Class Roster Winter snapshot date – Last Friday in February	February 26, 2021
PEIMS Summer Submission ready for users to promote data	March 1, 2021
PEIMS Mid-Year data available to customers	March 4, 2021
SPPI-14 data available to customers	March 4, 2021
PEIMS Extended Year Submission ready for users to promote data	March 22, 2021
Class Roster Winter Submission due date for LEAs	March 25, 2021
Class Roster Winter data available to customers	April 8, 2021
RF Tracker ready for users to complete	May 17, 2021
Special Education Language Acquisition ready for users to complete	May 17, 2021
TSDS PEIMS ready for users to complete, approve, and accept submissions	May 24, 2021
Private Prekindergarten application deadline for BPD (Business Partner Directory) Org number	May 27, 2021
Requests to retire Unique IDs due at TEA	June 11, 2021
PEIMS Summer first submission due date for LEAs	June 17, 2021

ECDS Prekindergarten submission due date for LEAs and Private Prekindergarten Organizations	June 24, 2021
Special Education Language Acquisition Submission due date for LEAs	June 24, 2021
ECDS Prekindergarten data available to customers	July 8, 2021
Special Education Language Acquisition data available to customers	July 8, 2021
Requests to retire Unique IDs due at TEA	July 9, 2021
PEIMS Summer resubmission due date for LEAs LEAs registered with TEA with year-round tracks ending later than June 17, 2021 may delay PEIMS Summer resubmission until two weeks following completion of the latest year-round track or August 19, 2021, whichever comes first.	July 15, 2021
RF Tracker submission due date for LEAs	July 15, 2021
TSDS PEIMS ready for users to complete, approve, and accept submissions	July 26, 2021
RF Tracker data available to customers	July 29, 2021
Requests to retire Unique IDs due at TEA	August 20, 2021
PEIMS Extended Year first submission due date for LEAs	August 26, 2021
Requests to retire Unique IDs due at TEA	September 10, 2021
PEIMS Extended Year resubmission due date for LEAs	September 16, 2021
PEIMS Summer data available to customers	September 16, 2021

PEIMS Extended Year data available to customers**October 14, 2021****TSDS Unique ID**

Beginning in July of 2013, all staff and students must be assigned a TSDS Unique ID. The purpose of the Unique ID is another form identifying and tracking students and staff outside of using the individual's social security number or state issued identification number. Students and district employees are required to be assigned a Unique ID. The Unique ID assignment process within the TSDS Unique ID system consists of six distinct steps:

1. Data submission
2. File validation
3. Data validation
4. Assign ID
5. Resolving near matches
6. Download IDs

It is the responsibility of the Data Coordinator to make sure that each student and faculty member receive a Unique ID. This is accomplished by running and extracting a Unique ID list from the SMS system that will then be uploaded into the TSDS system. TSDS will match the students with their Unique ID and provide a file that will need to be downloaded and imported back into the SMS system. Detailed instructions on the import and export process can be found at <http://www.texasstudentdatasystem.org>

PET Reporting Changes for 2018-2019

Effective with the 2018-2019 school year, the Legacy PET data submission application will no longer be the method in which to submit your personal enrollment tracking data to TEA. Beginning in the spring of 2018, enrollment tracking data will be submitted through the Unique ID application. PET will be known as the Unique ID Enrollment Tracking. Please refer to Section 9 (TSDS Unique ID) of the TEDS Data Standards for the reporting requirements.

https://www.texasstudentdatasystem.org/TSDS/TEDS/1819F/TEDS_Section_9_Unique_ID_Specifications/

The Legacy PET application will continue to be accessible for searching historical enrollment data or running reports on previously submitted data until the 2019-2020 school year.

CAMPUS DATA

CAMPUS DATA

Program Contact and Accountability

Principal on campus will be the person of Program Contact and Accountability

Definition

Principals are directly responsible for all records in their school and must ensure that all data is correct and accurate. It is also the responsibility of the principal to assign all data entry and monitoring functions to appropriate personnel and hold them accountable for these activities. The principal must determine the security level at which each staff member may function. Security levels may have to be adjusted during certain time periods to accommodate specific functions, i.e., PEIMS, TSDS, scheduling, grade reporting, summer school registration and reporting, or in the absence of personnel with security authorization in the impacted area. **The principal should perform periodic checks to monitor the quality of data and implement corrective actions, where necessary, to implement an in-house monitoring system.**

Importance of Accurate Computer Data

In International Leadership of Texas, all PEIMS data is entered by the campus' Registrar, the PEIMS extracts are processed, and reports are run through the Student Management System to verify data. Even if the data's paperwork trail is correct, if it is not on the computer, it will not be reflected on the reports and, therefore, not reported to TEA.

The master schedule file must be accurate and up-to-date, since PEIMS staffing data is derived from matching the personnel file to the courses and number of students each teacher is teaching.

The scheduling and grade reporting data must be accurate and up-to-date, since PEIMS data elements such as course completion and staff schedules are derived from these files. Any missing course or grade may result in inaccurate reporting for the school.

Extracurricular eligibility is also dependent on accurate up-to-date grade reporting data. Any student who receives a grade below 70, an incomplete, or a blank grade is ineligible, not only for UIL sponsored events but also for all other designated extra-curricular activities. If a teacher fails to input grades for a particular class, every student in that class appears on the UIL ineligible report.

All student ID numbers must be unique and accurate. If identical ID numbers are posted at two different schools, a conflict is recorded and funding data is significantly impacted.

The student social security number (if available) or the sending school's nine-digit PEIMS Identification Number must appear on each check-out sheet if a student withdraws. It is the sending school's responsibility to assist the receiving school attempting to enroll a student regarding checkout information, especially social security numbers or PEIMS ID numbers. It is the receiving school's responsibility to ensure during the enrollment process of a new student that the student's social security number or PEIMS ID number and the student's International Leadership of Texas local ID

number are secured. If all efforts fail to yield a social security number or a PEIMS number from the previous district, assistance may be requested from TEA. **Do not assign a new PEIMS number unless the student has never been enrolled in a Texas public school.**

All student data — demographics, membership (entries and withdrawals), absences, program eligibility, discipline, grades, etc., - must be on file. Missing data results in a "Fatal Error" on PEIMS, and the student will not be counted for funding or program enrollment, resulting in a loss of program funds. In the Average Daily Attendance (ADA) system alone, if 10 students are not counted for funding purposes, the district loses significant funding. This does not include funds for special program enrollment, which would also be lost.

It is important to recognize the difference between a "fatal error" and a "warning message." All fatal errors must be corrected. A fatal error indicates that the data is not acceptable in its present form. TEA will not accept data with fatal errors. A warning indicates that this is an unusual condition, and TEA would like for the data to be carefully scrutinized to see if it is correct before it is submitted. Most of the time, the warnings can be corrected; however, if the data reflects the truth, no action is required. An example of this might be a student in the 9th grade that is 21 years old. This condition would cause a warning message, but if the student actually is 21 years old and in the 9th grade, the data should not be changed. Excessive numbers of certain warnings are cause for an on-site investigation; therefore, research and correction should continue until all "warnings" are addressed or the re-submission deadline is past.

Although schools must be fatal free by the submission deadline, staff should continue to review the data for accuracy and make corrections until the deadline for resubmission is past.

All corrections to PEIMS data must be made at the campus level prior to the re-submission deadline.

Data Quality

Policies and procedures must be developed and maintained at the district and campus level in order to maintain data integrity. Procedures must be outlined in the Data Quality Manual and revised as deemed necessary.

Data to be reviewed

Ownership and responsibility must be assigned for all types of data that impacts funding, accreditation, and compliance (department heads, project managers, school principals, etc.), as well as enforcement of accountability for data quality.

- 1 AAR – Transcripts
- 1 ADA Attendance Accounting
- 1 At-Risk Student Data

- 1 CTE
- 1 Course and Credit Validation (Course Completion)
- 1 Discipline –Gun-Free Schools Act, DAEP, JJAEP, and Suspension
- 1 Extracurricular Activities/UII Eligibility and Co- curricular/Extracurricular Data
- 1 Free/Reduced Lunch
- 1 Gifted and Talented Education
- 1 Grade Reporting – Missing Grades, Grade Books, Grade Change
- 1 Documentation, Course Completions
- 1 Graduates and Related Data
- 1 Health Services – Immunizations 1 Homeless
- 1 English Learners (EL/LEP) – Immigrants/Migrants
- 1 Master Schedule – Student Scheduling
- 1 Office of Civil Rights (OCR)
- 1 Optional Extended Year Program (OEYP)
- 1 PEIMS
- 1 PEIMS Staff PID – 090 Records
- 1 PEIMS Student PID
 - o Life Skills Program for Student Parents
 - o Pre-kindergarten Eligibility or Pregnancy Related Services (PRS)
 - o Section 504
 - o Special Education – Extended School Year (ESY), Early Childhood

Placement

- 1 Dropout Initiatives – GED
- 1 Dyslexia
- 1 Economically Disadvantaged
- 1 Enrollment Verification, Membership Data, Tuition, Withdrawals/Leavers
- 1 External Funding – Title I, Title VI, Compensatory Education

Verification Reports and Timelines

STUDENT PROGRAM	REPORTS RUN FROM SMS			EDIT+ REPORTS
	2-3 WEEK AFTER SCHOOL STARTS	END OF EVERY SIX WEEKS	2 WEEKS PRIOR TO FALL SNAPSHOT DATE	FALL, SUMMER, OR EXTENDED YEAR SUBMISSION DATE
At-Risk			X*	Fall
Attendance		X*		Summer*
Bilingual/ESL	X	X*	X*	Fall and Summer*
Career and Technical Education		X*	X*	Fall and Summer*
Disciple		X		Summer*
Economically Disadvantaged	X		X*	Fall
Extended School Year Services (ESY)				Extended Year
Gifted and Talented	X	X*	X*	Fall and Summer*
Grades		X		Fall and Summer
Course Completion (Grades 9-12)		X**		Summer
Graduates	X		X*	Fall
Leavers/Withdrawals	X	X	X*	Fall
Life Skills for Student Parents Program	X	X*		Summer*
Migrant/Immigrant	X		X*	Fall and Summer*
Master Scheduling/Scheduling	X			
Immunizations	X	X		
Optional Extended Year Services (OEYP)		X*		Extended Year
PID/PET	X			Fall, Summer, and Extended Year
Pregnancy Related Services (PRS)	X	X*		Summer*
Special Education	X	X*	X*	Fall and Summer*
Staff Data	X			Fall
125% Rule for Special Ed. State Requirement		X	X	
Title I, Part A	X	X	X*	Fall and Summer*

Source: Region XVII ESC

*Have a sign off sheet returned affirming verification

**To be checked at the end of each grading period

Campus PEIMS Coordinator Checklist**District/Campus Student Program Contacts**

PROGRAM	DISTRICT COORDINATOR OR DIRECTOR	CAMPUS CONTACT
At Risk	Mary Albritton	Counselor
Attendance	Myrna Apodaca	Attendance Clerk
LEP/BIL/ESL	Veronica Csorvasi	LPAC Administrator
Career Tech	Joyce Wheeler	Counselor
Discipline	Stephen Hammerle	Principal/Assistant Principal
Economic Disadvantage	Veronica Mendez	N/A Call District
Extended School Year (ESY)	Shannon Urbina	Special Education Lead
Gifted and Talented	Ashley Neuschwander	Principal/Assistant Principal
Grades/Course Completion	Laura Carrasco/Mary Albritton	Principal/Assistant Principal
Graduates	Laura Carrasco/Mary Albritton	Counselor
Leavers	Myrna Apodaca	Registrar

Impact of Inaccurate Campus Data

- Financial - loss of state funds
- Accreditation status
- Compliance reprimand

TEA Funding or Compliance Audits

- Duplicate Attendance
- Students with Perfect Attendance and No Course Completion Indicator

- Students Coded '0', '4', or '5' on the “Snapshot” but Coded Eligible for Attendance for the School Year
- Kindergarten Students Enrolled Under the Age of Five
- Early Education Students with No Special Education Setting or Speech Therapy Only
- Bilingual/ESL Education Eligibility Coding on the Snapshot
- 7th and 8th Grade Students Earning Career and Technical Contact Hours
- Homebound and Hospital Class School Students Earning Career and Technology Contact Hours
- Student enrolled in Pregnancy Related Services for more than 70 days

RECORD TAMPERING

It is a third degree felony to tamper with a government record that is a public school record, report, or assessment required under Chapter 39, Texas Education Code. If the intent of the tampering is to defraud or harm another, then the offense is a felony of the second degree.

ATTENDANCE ACCOUNTING

ATTENDANCE ACCOUNTING

Program Contact and Accountability

Principal on campus will be the person of Program Contact and Accountability

Principal shall designate appropriate campus personnel to whom all attendance coding questions should be directed.

Definition

As per the Student Attendance Accounting Handbook that is put out by the Texas Education Agency each year, a detailed outline of policy of procedures regarding attendance accountability must be kept and maintained by the district and followed by campus personnel whose responsibilities include student attendance.

2.2.5 Attendance System Procedures Manual

Your district or charter school must maintain a procedures manual that provides specific, detailed information on the district's school attendance accounting system. This procedure manual must include the following information:

- *how and when teachers are to take official attendance*
- *how attendance is entered into the attendance accounting system which positions is/are responsible for the coding of special programs (such as career and technical, special education, Pregnancy Related Services, etc.*
- *how changes to special programs are to be documented*
- *how student membership is to be reconciled between the teacher rosters and the attendance accounting database*
- *how your district will maintain attendance accounting records (including computerized records, period absence slips, and official calendar) after the completion of the school year*
- *what backup systems are in place to protect the attendance accounting records*
- *which position is responsible for the maintenance and security of the attendance accounting records*

Eligibility

A student must be enrolled for at least **two hours** of instruction, five days a week to be considered in **membership** for **one-half day** and for at least **four hours** of instruction, five days a week to be considered in membership for **one full day**. Students who are not scheduled to attend at least two hours, five days a week should be enrolled with an **ADA eligibility code of 0 – Enrolled, Not in Membership**.

Instructional time in Dual Credit courses does not apply to ADA eligibility.

ADA is based on the number of days of instruction in the school year. Every school must have an instructional

day that is at least seven hours in length.

Official ADA time for taking attendance during the second instructional hour of the day must be established at each campus prior to the first day of school. Once a time has been selected, a campus may not change it during the school year. Permission for recording absences in an alternate period, such as for testing days, must be obtained in advance from the International Leadership of Texas Charter School PEIMS Department.

Texas Education Agency Rules

Each school must have a copy of the current **Student Attendance Accounting Handbook** published by the Texas Education Agency. The rules in the State handbook govern the procedures used by all districts. No school officer or any other person in the school district has the authority to change these instructions. At the end of the year, all records must be signed by a certified person and delivered to the superintendent, who is responsible for the safekeeping of all attendance records and reports. Each year, instructions will be sent to schools regarding packaging and delivery of attendance documents. The following personnel must be aware of their responsibilities in following the state rules for attendance accounting: administrators, teachers, special program coordinators, and attendance personnel.

The **principal** of each campus is responsible for reviewing his or her Campus Summary Reports for completeness and accuracy. Reports from the Texas Education Agency (TEA), which reflect Public Education Information Management System (PEIMS) data, should be compared to locally-produced reports for reasonableness and accuracy. The principals affirm that they have checked, or caused to be checked, the accuracy and authenticity of the attendance data by signing the Campus Summary Report. The principal is ultimately responsible for the accuracy and safekeeping of all attendance records and reports. These records must be available for audit.

The **teacher** who initially records an absence is responsible for the accuracy of the report and attests to the validity of the data with his or her signature – or, in the case of a paperless attendance accounting system, with his or her entry of those data using the teacher’s logon with a district secret password.

The **attendance personnel** generating absence summaries and/or transcribing the absences or coding information into the computer are responsible for adhering to all laws and regulations pertaining to student attendance accounting. Each person entering data into the attendance accounting system must sign an affidavit attesting that the data he or she has entered is true and correct to the best of his or her knowledge. **In no case should attendance personnel be assigned the responsibility of determining a student's coding information.**

<u>Code</u>	<u>Description</u>	<u>Documentation Required</u>
C; C- CT	COURT	Court Documents with date -1 day to and from to travel
D	ATHLETIC EVENT	Signed and dated roster from Skyward
E-DR	EXCUSED PER DR	Signed and dated Dr. note - an over the phone or virtual appointment will be considered as a visit with a healthcare professional.
E-EC	EXCUSED EXTENUATING CIRCUMSTANCE	Funeral- Obituary - or note from the parent - approved by principal
E- OE	EXCUSED OTHER EXCUSED;	Parent note explaining the situation - approved by the principal.
E-IL	EXCUSED ILLNESS	Note from parent stating illness with date - within 3 days of the absence. Can be used when the nurse sends the student home after ADA time, with the office visit documented in the clinic log.
E-US	EXCUSED US NAT/CIT	Documentation from citizenship office or ceremony- 1 day to and from to travel

E-VI	EXCUSED VISIT HIGHER EDUCATION	Documentation from the colleges
E- EL	EXCUSED ELECTION CLERK	Documentation from the Clerk's Office with date only for HS
F; F-FT	FIELD TRIP	Signed and dated rosters
G; G- OE	MILITARY DEPLOYMENT	Documentation with date of person deployment
H; H-HB	HOMEBOUND	Signed documents from admin over homebound and Dr. Signed and dated log from homebound teacher
H- CEHI	HOMEBOUND PREGNANCY	Documentation from admin over PRS and Dr. Signed and dated log from homebound teacher
I	ISS	ISS is coded by a discipline officer once the action is assigned, no documentation needed.
M; M- DR	MEDICAL DR	Note from DR is required; students MUST have attended a portion of the school day.
O; O- OS	OSS	OSS is coded by discipline officer once the action is assigned on Skyward, no documentation is needed
P; P- DR; P-IL	ABSENCE POST ADA; ABSENCE POST ADA DR Visit (note) or ABSENCE POST ADA - ILLNESS	Signed, timed, and dated log - for elementary use only for early release after ADA time. Can be used when the nurse sends the student home after ADA time, with the office visit documented in the clinic log.

Q	EXCUSED BY PRINCIPAL	Signed form from administration with dates excused
R; R- HOLY DAY	RELIGIOUS	Signed and dated letter from the church stating the Holy Day or signed letter from the parent (email/handwritten) Church retreats, camps, and mission trips and individual religious rites (baptisms, christenings, bar mitzvahs, etc.) are not considered holy days.
U	UNEXCUSED ABSENCE	Signed and dated roster; if not recorded via online system
Z	TARDY ABSENT ADA	Signed, timed, and dated log
L	TEACHER WEB TARDY	Entered by the teacher of record via online system, present during ADA
T	TARDY PRESENT ADA	Entered by the office via online system
W	TEACHER WEB ABSENCE	Entered by the teacher of record via online system

IMPORTANT

In no case should attendance personnel be assigned the responsibility of determining a student's coding information. Special program staff, directors, and/or teachers should provide attendance personnel with names and coding information of students who are eligible, whose documentation is in order, and who are being served in accordance with an individualized education program (IEP). Special program directors and/or staff are responsible for reviewing special program data and totals for accuracy and completeness. They are also responsible for ensuring that attendance personnel are aware of any changes in a student's services and the effective dates of such changes. The attendance personnel are then responsible for entering the changes in the detailed student attendance accounting system (manual or automated). At the end of each six-week reporting period, special program staff should verify the Student Detail Report for any coding errors.

Policy on Classroom Attendance

Acceptable excuses for absences and tardiness are personal illness, sickness, or death in the family, quarantine, weather, or road conditions making travel dangerous, participation in school activities with permission of the principal, and emergencies or unusual circumstances recognized by the principal or person designated.

Supervision of student attendance will be the responsibility of teachers and school administrators. The role of the principal (and administrative team) is to:

- Establish a period by period attendance management system.
- Design and implement a process for identifying and counseling students with attendance problems.
- Communicate with parents about student attendance problems.
- Approve credit for excused absences.
- Chair the statutorily required School Attendance Committee.

The role of the teacher is to:

- Take attendance at the official time designated and for each class period.
- Maintain accurate attendance records and verify accuracy of Student Management System records.
- Send excuse notes from parents to the office in a timely manner.
- Notify parents when a student returns from an absence without an excuse or has been absent for three or more days.
- Ensure that students make up work for excused and unexcused absences.
- Complete an attendance referral form for appropriate students, in accordance with district guidelines.

Teacher Classroom First Day of School Procedures

August 12, 2020 - First Day of School

1. Use the Classroom Roster provided by the attendance clerk to take attendance at the designated time. On the first day of school no student is considered absent. Absences DO NOT start until a student has attended school at least one day.
2. On the roster mark one single line through the name of any student on the list who is not in the classroom at official attendance time and mark NS to the right of the student's name.
3. Add the names of any students present in your classroom at official attendance time whose names are not on the roster, but whom you accepted into class with documentation from the office (i.e signed schedule). Send the students to the

designated area if they are in your class without being in your roster.

4. Record the total number of students present on the bottom right and sign and date the roster in blue or black ink (no pencil).

5. Do not “trade” students with another teacher without the knowledge of the principal, who in turn, gives the information to the attendance clerk.

6. Roster (If applicable)

➤ Must be completed in blue or black ink (NOT PENCIL)

➤ No erasures or white out

➤ Must be signed and dated by official ADA Teacher

➤ Send the student to the counselor's office or other designated area if they are in your class without being

on your roster

➤ If errors are made on any official attendance document, strike one line through the error, enter corrections nearby, and initial in blue or black ink.

NOTE: It is important that the first day enrollment be verified by grade level totals and individual names.

1st “Day Student Attendance Process – Attendance clerks, Campus Registrar, Attendance clerks, Campus Registrars, and GLAs shall reconcile the 1st day attendance. The 1st day reconciliation process must be completed no later than 2:00 pm; Friday, August 13, 2020. After the initial reconciliation using the digital reports from Classlink, the Attendance Clerks and Campus Registrars shall verify all of the digital report data and make corrections, as appropriate, if any.

1. After all attendance has been collected, compare lists to verify “no show”. Students who are not listed as present on another list. If a “no show” student is found on another list, correct the student’s “no show” status. Check the students’ schedule and make any necessary corrections.

2. Run Attendance reports and confirm students who are marked absent by one teacher, are not marked present by another teacher.

3. On August 13th send to your District registrar the compiled list of confirmed “No show” students for mass updating in Ekliipse no later than 3:00pm. District Area Registrars will compile their area lists and submit to Betty Diaz by 4:00pm.

4. Print the following reports for verification:

A.No Show Report found in Data Mining (created by Sheryl).

B. Daily Balancing Summary, Attendance clerks print out daily. WS\OF\AT\RE\AR\DR\DB. The grand total should equal the corrected counts.

C. Enrollment Report :WS\OF\AT\RE\AR\ER -Use this report to confirm entity counts with students enrollment.

D. Suspect or Questionable Attendance Report:WS\OF\AT\RE\VR\SQ

E. The campus principal shall review, sign and submit the 1st day reports to the District Registrar no later than August 13, 2020 at 10:00am.

5. Make necessary corrections to student demographic information and/or withdrawal records to reconcile membership totals. Reprint reports as necessary. The number of students on the reports above must be identical to the grand total figure.

Campuses should limit the number of schedule changes during the first two days of school to emergency situations.

NOTE: Before attendance is posted for the first time for the school year, it is critical that ALL “No Show” students have been withdrawn and that enrollment has been verified as correct by grade level totals and names

Classroom Second Day of School Procedures

On the second day of school and any day thereafter: a student entering a teacher’s room must have documentation from the office (ex. Admit slip or class schedule). Verify that the student’s name is on your grade book the day the student enters class and, if not, notify the attendance clerk and registrar by e-mail.

1. Use the 2nd day Classroom Roster provided by the clerk to take attendance at the designated time.
2. Take attendance at the official attendance time (ADA).
3. Add the names of any students present in your classroom at official attendance time whose names are not on the roster, but whom you accepted into class with documentation from the office. (i.e schedule) Send the students to the designated area if they are in your class without being in your roster.
4. Record the total number of students present and sign and date the roster in blue or black ink (no pencil).
5. Roster(If applicable)
 - Must be completed in blue or black ink (NOT PENCIL)
 - No erasures or white out

- Must be signed and dated by official ADA Teacher
- Send the student to the designated area if they are in your class without being on your roster
- If errors are made on any official attendance document, strike one line through the error, enter corrections nearby, and initial in blue or black ink.

Daily Attendance Procedures

1. Teachers begin taking attendance within the Student Management Software **are on August 13th.**
2. The official ADA time is at 9:30 am each day for Kindergarten- 8th grade and 9:40 am for 9th grade - 12th grade. Teachers must have their attendance submitted into the Student Management Software. **THIS IS LAW.** Failure to report attendance within the allotted time could result in a formal write-up.

Attendance Clerk Procedures

Tasks Prior to Opening of School

1. Review the updated Membership Reporting procedures and the school district calendars.
2. Ensure teachers are able to access the class rosters in Skyward and email teachers with written instructions on how to document an absent student.
3. Verify the ADA time/period within the Student Management System. **Note: Students must arrive by 9:30 am for Kindergarten -8th grade and 9:40am for 9th grade - 12th grade to be counted as “Present” for ADA.**

Attendance Clerk First Day Procedures

1. Ensure all staff is prepared for first day Attendance
2. Send reminder and Attendance 101 Flyer to teachers.
3. If a student is not present, the teacher should mark the student as absent in Skyward.
4. Be sure that teachers' attendance is posted no later than 10 minutes after official ADA time.

NO SHOWS:

- ALL STUDENTS NOT PRESENT FIRST DAY MUST BE NO SHOWN by August 13th.
- Office staff will review all posted attendance and ClassLink to determine student engagement.
- If a student's name is emailed to the Attendance Clerk and GLA this means either the student is not properly enrolled at the campus OR the student has an incorrect schedule.
- These students SHOULD BE UPDATED not marked as “Absent” or “No Show”.
- Next step will be for office staff to review all students marked as “Absent” and were not rectified in the previous step.
- All NO SHOWS must be posted by 3:00 pm, August 13th on the Student Manager System.
- All NO SHOWS marked in the Student Management System will show a summer Entry and Withdrawal

date of the first day of school. NOTE: Be sure and mark “No Show” within the comment section before submitting No Show record.

Attendance Clerk First Week of School Procedures

1. A “No Show” count verification form must be submitted to the Area District Registrar on August 14th by 3:00pm.
2. Attendance must be completed and submitted by the person responsible for the ADA of that classroom (i.e.: Classroom Teacher).
3. Continue completing the Entry/Withdrawal log. This form will need to be completed each time a student Enrolls or Withdraws from the campus.

Reminder:

If a student who was marked on the 1st day as a “No Show” reports on the 2nd day or thereafter, the “No Show” record should be changed to a withdrawal of the first week day of school prior to the school start day and a new Entry Record should be added with the date of the child’s first day in attendance.

Daily Attendance Procedures

1. The official ADA time is at 9:30 am each day for Kindergarten-8th grade and 9:40 for 9th grade -12th grade . Teachers must have their attendance submitted into the Student Management Software. THIS IS LAW. Failure to report attendance within the 10 minute allotted time could result in a formal write-up.
2. Log any new enrollments and withdrawals.

Data Integrity

All student data - demographics, membership, absences, program eligibility, discipline, grades, etc. must be uploaded to Skyward under the individual student portfolio tab. The data about each student that is reported to PEIMS must be first posted to the Skyward Student Information System. Missing data, results in a “Fatal Error” or “Special Warnings” on PEIMS.

District Special Programs Department will:

Be responsible for designating all appropriate special programs coding to campus special programs designated personnel. Please refer to each special program section for initial qualification, coding and reporting to PEIMS policies.

Campus Special Programs Designated Personnel will:

Assess students to identify services needed, determine qualification and placement, and provide appropriate PEIMS information to the HQ PEIMS specialist to enter the information to Skyward Student Information System depending on assessment results and/or records received from previous schools (if applicable).

PEIMS Department will :

- Notify campus and special program personnel of PEIMS submission deadlines and ensure compliance with submission.
- Run and Distribute copies of FSP reports to appropriate campus and special program personnel

- Special Programs personnel will verify copies of the FSP reports , campus assigned personnel will be in charge of making necessary changes to FPS - after corrections, new FSP will be sent to campus to show data accuracy prior to submission.
- The special programs designated staff will sign, date in blue or black ink, return the report with any corrections noted to PEIMS Coordinator.
- After FSP is verified, the Campus Attendance Clerk will obtain signatures of a clean FSP report and submit it to the PEIMS Department.

Membership Reporting

All students who are physically present in school on the first day are to be counted in their respective grade level, even though they may be in a self-contained special education class. Membership figures should be shown by grade level (EE through 12), reflecting a physical count of the student present at official ADA time. Students in the auditorium, library, counselor’s office, nurse’s office, etc. at official ADA time must be documented on a roster with a teacher, counselor or administrator’s signature.

After the first day of school, membership includes all students who have enrolled and attended at least one day during the current school year and who have not withdrawn. Students who enrolled, but have not attended at least one day should not be included in the membership count.

Reconciliation of Student Membership

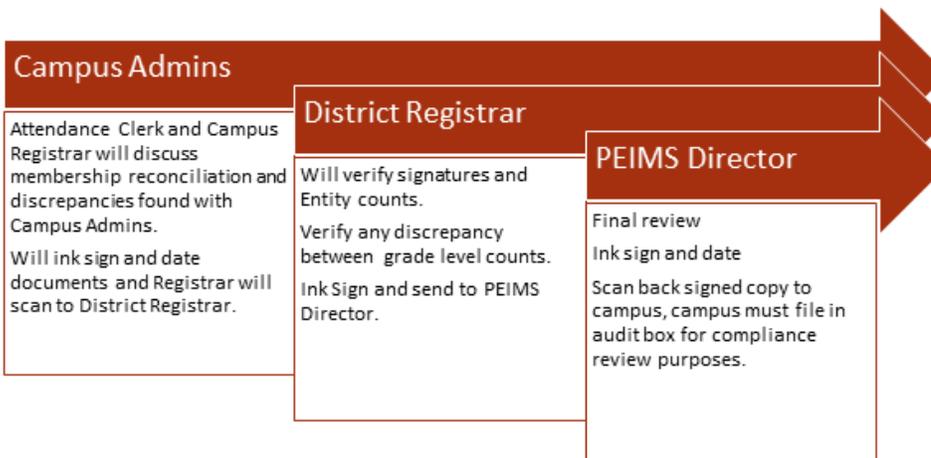
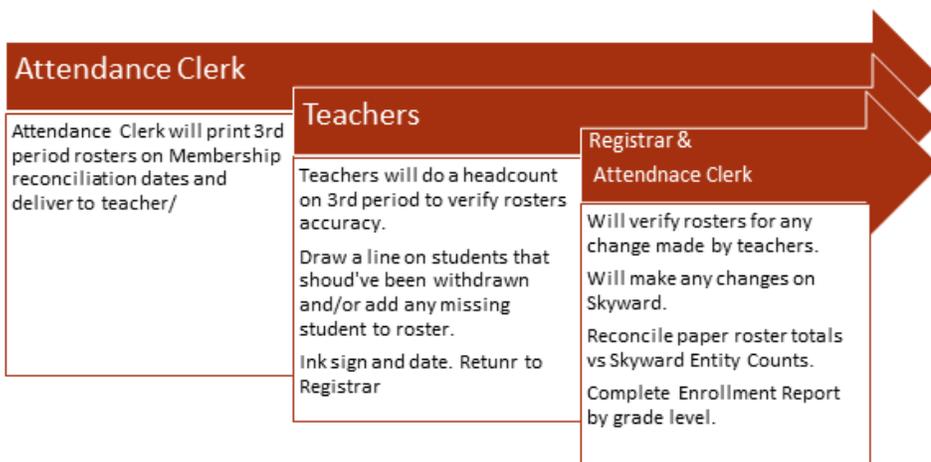
Student membership from the teacher’s roster is to be reconciled to the attendance accounting records, Skyward, at the end of the first and fourth 6-week reporting periods.

The 1st 6 weeks reconciliation is to verify that all students are reported on attendance records and that “no show” students have been purged from the attendance accounting system (Skyward) . The Teacher Membership Report (Attendance Worksheets) for 3rd period shall be used before the end of the first (1st) and fourth (4th) 6-week reporting periods to show the total number of students in membership in each teacher’s class during the official attendance period.

On the date indicated on “Attendance Timeline” of the 1st and 4th six-week cycle,

- the attendance clerk shall print and distribute the 3rd period Attendance Worksheets.
- Each teacher shall sign the Membership Report for their 3rd period respective class(es).
- The total number of students in membership shall be reconciled (by the attendance clerk and registrar) to the total number of students listed in attendance accounting records, Entity Counts report on Skyward.
- The signed Teacher Membership Reports and Enrollment Report shall be signed by each campus principal and forwarded to the District Registrar for reconciliation with the District Entity Count.
- After reconciliation, the reports shall be forwarded to the district PEIMS coordinator (Executive Director) for final review and signature. The reports shall be filed for audit purposes with the 1st and 4th six-week attendance records.

The workflow for reconciling the teacher’s roster information and attendance accounting records



Average Daily Attendance (ADA) Rules and Exceptions

Official ADA attendance accounting will continue to be reviewed on a six-week basis with funding determined by ADA over the full instructional year calendar. **International Leadership of Texas Charter School has designated 9:30 AM for Kinder through 8th grade and 9:40 for 9th through 12th each day as the times for ADA attendance.** All teachers must take attendance at that time. The time for attendance must be posted throughout the building, or the principal must verify that all staff members can state the time when attendance is taken to an auditor. Absences must be posted daily. Students are either present or absent at the official ADA attendance time. For official attendance accounting, “excused” and /or “unexcused” absences do not exist.

Note: Documentation must be provided in all cases where a student is not physically present at ADA time in the classroom and was counted present for Foundation School Program (FSP) ADA purposes. This includes signed and dated rosters used when a student is with other school personnel at ADA time.

Compulsory Attendance

Unless specifically exempted by law, those children at least six years of age and those who have not yet reached their 19th birthday are required to attend school. A student enrolled in prekindergarten or kindergarten must attend school. However, if the child has not reached mandatory attendance age (six years old by September 1 of the current school year), the parent/guardian may withdraw the student from school and the child will no longer be in violation of compulsory attendance rule. Also, a person who is age 19 or older and is enrolled in public school is required to attend school each day.

School Attendance Committee

Pursuant to state law, each school campus shall have a School Attendance Committee, the composition of which shall be named by the principal. The principal shall serve as chairperson of the committee. The committee shall review petitions for class credit for students who were in attendance fewer than the number of days required for the semester or year. Also, the committee may review the records of all students whose attendance drops below the number of days required, whether or not a petition is filed.

The School Attendance Committee may grant class credit in those cases where absences are due to extenuating circumstances, and the committee may stipulate additional requirements which a student must meet in order to regain credit in a class. Final decisions about credit or promotion will be made at the end of the semester/year. The decision of the School Attendance Committee may be appealed to the Superintendent of Schools (or designee), and finally to the School Board.

Withdrawals

A student can be withdrawn from school by either biological parent if no court action is involved, regardless of who enrolled the student in school, or by the person who signed the enrollment card and/or has legal custody of the student.

- Parents must complete a Student Withdraw Form. After the first week of school, if the student has been in attendance in the school for five days or more, academic grades must be recorded on the check-out sheet. All absences (excused, unexcused, and extracurricular) should be transferred with the student, so they may be recorded at the new school. A copy of the check-out sheet is given to the parent/guardian; one copy is retained by the school; and another copy is sent to the receiving school, if known, together with a copy of the report card. The parent/guardian/student should be given the original report card, and the school should retain a copy in the student's permanent folder. On the top right-hand side of the withdrawal form, write the PEIMS state ID number and highlight.
- In order to track dropouts, a parent signature and the name of the new school in which the student plans to enroll is needed. This is imperative to avoid underreported students.
- The official date of withdrawal depends on the time of day the student withdraws. If a student withdraws from school before the designated ADA time, the effective date of withdrawal is that same day. If a student completes the withdrawal process after the designated ADA time, the effective date of withdrawal that must be posted to the student's computer file is the next school day. Parents and legal guardians should be encouraged to give the school a 24- hour notice of withdrawal to allow time for the school staff to process the check- out sheet without disrupting classes.
- A student is not in membership on the withdrawal date.
- Note the effective date of withdrawal and the withdrawal code (see International Leadership of Texas Charter School Withdrawal Codes) .
- Write the applicable information on the Membership/Transaction Log using the effective date of withdrawal.
- It is critical that withdrawals be posted to the computer files on a daily basis to avoid conflicts with other schools or within the statewide TSDS file.

Withdrawal Procedures for Non-Attending Students

The principal only may withdraw students for non-attendance after specific actions are taken and documented as outlined within board policy and the Parent Handbook. These actions must include

attempting to contact the student to suggest possible interventions or alternative placement to prevent the student's leaving school.

- For general education students between six and nineteen years of age, compulsory attendance laws apply. A student should not be withdrawn for non-attendance unless school personnel can document that appropriate procedures have been followed. For students in violation of compulsory attendance, a court case should be filed on the parent and/or student; and the student should be withdrawn using Withdrawal Code 98 - Other. The parent should be notified in writing of this action and informed to re-enroll the student once they regain control.
- On or after the nineteenth birthday, general education students can be withdrawn for non-attendance. If the student has more than five unexcused absences in one semester, a school district may revoke the student's enrollment for the remainder of the year. Attempts to notify the parent should be documented, and a letter informing the parent and adult student of the withdrawal should be sent. The student will be counted as a dropout.

Attendance Best Practices

- Have a current updated PEIMS Data Quality Manual
- Have a current TEA Student Attendance Accounting Handbook
- Attend PEIMS training offered
- Attend training for changes to Elementary/Secondary Guidelines
- Review teachers on first day procedures
- Have all new students entered into the District's Student Management System and all No-shows posted by end of the **first day**
- **After processing No Shows** run a period detail report within the Student Management System at the end of the first day, this will provide a record of all students in each class entered into Student Management System on the first day
- Generate a list of students with no homeroom number (if applicable) or schedule and verify status
- Enter Transactions on the Membership Transaction Log on a daily basis
- Enter and check absences on a daily basis
- Verify membership totals on a daily basis
- Run the **Daily Attendance Summary** to verify student's ADA Eligibility

- Check Absentee Slips (Manual Teacher/Substitute Attendance Rosters) daily for signatures in ink. File by Cycle for End of Year Documentation
- An **Attendance Change Form** that has been signed and dated by the principal or principal's designee must be kept on file when an attendance correction is made, for instance, *when a student is changed from present to absent or absent to present*; and/or when a student is not on campus at the official ADA time but can be considered in attendance for the Foundation School Program (FSP) purpose, the supportive documentation must be attached. ***File by Cycle for End of Year Documentation***
- Verify leaver codes for No-show students
- Verify that leaver codes are correct for previous year withdrawals and have supportive documentation on file

AT-RISK

AT-RISK

Program Contact and Accountability

Mary Albritton, Executive Director of Counseling, malbritton@iltexas.org

Responsibility

Principal shall designate appropriate campus personnel to whom all At-Risk coding questions should be directed.

Professional staff should provide data entry/clerical personnel with names and coding information, in writing, of students who are identified as at-risk and those who are being served in the program. **In no case should data entry/clerical personnel be responsible for determining whether a student is At-Risk.**

Principals must ensure that reports from the Texas Education Agency (TEA), which reflect actual Public Education Information Management System (PEIMS) data, are compared to campus reports for reasonableness and accuracy.

Definition

AT-RISK-INDICATOR-CODE indicates whether a student is currently identified at risk of dropping out of school using state-defined criteria only (TEC §29.081, Compensatory and Accelerated Instruction). Please note that a student with a disability may be considered at-risk of dropping out of school only if the student meets one or more of the state at-risk criteria that is not considered to be part of the student's disability. A student with a disability is **not** automatically coded as being at risk of dropping out of school because of his/her disability. Districts should use the student's individualized education program (IEP) and other appropriate information to make the determination.

Students are **not** identified as at-risk solely because they are on free and/or reduced lunch. They must meet one of the 13 criteria listed below.

A student at-risk of dropping out of school includes each student who is under 21 years of age and who:

- is in pre-kindergarten, kindergarten or grade 1, 2, or 3 and did not perform satisfactorily on a readiness test or assessment instrument administered during the current school year;
- is in grade 7, 8, 9, 10, 11, or 12 and did not maintain an average equivalent to 70 on a scale of 100 in two or more subjects in the foundation curriculum during a semester in the preceding or current school year or is not maintaining such an average in two or more subjects in the foundation curriculum in the current semester;
- was not advanced from one grade level to the next for one or more school years; (Retained – stays with them for their entire school career) New: A student is not considered a student at risk of dropping out of school if the student did not advance from pre-kindergarten or kindergarten to the next grade level

only as the result of the request of the student's parent;

- did not perform satisfactorily on an assessment instrument administered to the student under Subchapter B, Chapter 39, and who has not in the previous or current school year subsequently performed on that instrument or another appropriate instrument at a level equal to at least 110 percent of the level of satisfactory performance on that instrument;
- is pregnant or is a parent; (Pregnant/Parent – stays with them for their entire school career unless they are no longer pregnant or parenting)
- has been placed in an alternative education program in accordance with TEC §37.006 during the preceding or current school year;
- has been expelled in accordance with TEC §37.007 during the preceding or current school year;
- is currently on parole, probation, deferred prosecution, or other conditional release;
- was previously reported through the Public Education Information Management System (PEIMS) to have dropped out of school; (Dropout – stays with them for their entire school career)
- is a student of limited English proficiency, as defined by TEC §29.052;
- is in the custody or care of the Department of Protective and Regulatory Services or has, during the current school year, been referred to the department by a school official, officer of the juvenile court, or law enforcement official;
- is homeless, as defined NCLB, Title X, Part C, Section 725(2), the term “homeless children and youths”, and its subsequent amendments; or
- resided in the preceding school year or resides in the current school year in a residential placement facility in the district, including a detention facility, substance abuse treatment facility, emergency shelter, psychiatric hospital, halfway house, or foster group home.
- has been incarcerated or has a parent or guardian who has been incarcerated, within the lifetime of the student, in a penal institution as defined by Section 1.07, Penal Code.

At-risk data is reported in the fall PEIMS submission. Reports on PEIMS Edit+ are available to list students identified as at-risk. At-Risk Student Roster (PRF5P025) also provides information on participation in Title I and Special Education and the economic disadvantaged status of at-risk students, even though these criteria do not affect at-risk status.

Documentation Requirements

State Criteria	Campus Documentation Required (includes but is not limited to)
<ul style="list-style-type: none"> is in prekindergarten, kindergarten or grade 1, 2, or 3 and did not perform satisfactorily on a readiness test or assessment instrument administered during the current school year; 	<ul style="list-style-type: none"> Copy of readiness test or assessment instrument used to determine At-Risk status
<ul style="list-style-type: none"> is in grade 7, 8, 9, 10, 11, or 12 and did not maintain an average equivalent to 70 on a scale of 100 in two or more subjects in the foundation curriculum during a semester in the preceding or current school year or is not maintaining such an average in two or more subjects in the foundation curriculum in the current semester; 	<ul style="list-style-type: none"> Report Card Grade (in Cumulative Record File)
<ul style="list-style-type: none"> was not advanced from one grade level to the next for one or more school years; 	<ul style="list-style-type: none"> Evidence of Retention (in Cumulative Record File)
<ul style="list-style-type: none"> did not perform satisfactorily on an assessment instrument administered to the student under TEC Subchapter B, Chapter 39, and who has not in the previous or current school year subsequently performed on that instrument or another appropriate instrument at a level equal to at least 110 percent of the level of satisfactory performance on that instrument; 	<ul style="list-style-type: none"> TAKS Results Test Record (in Cumulative Record File)
<ul style="list-style-type: none"> is pregnant or is a parent; 	<ul style="list-style-type: none"> Life Skills Program for Student Parents Folder or Roster Pregnancy Related Services (PRS) folder (Documentation with principal or counselor or in Cumulative Record File)
<ul style="list-style-type: none"> has been placed in an alternative education program in accordance with TEC §37.006 during the preceding or current school year; 	<ul style="list-style-type: none"> Sending school's Discipline records Withdraw Form Copy of Parent Notification (in Cumulative Record File)

DOCUMENTATION REQUIREMENTS

State Criteria	Campus Documentation Required (includes but is not limited to)
<ul style="list-style-type: none"> • has been expelled in accordance with TEC §37.007 during the preceding or current school year; 	<ul style="list-style-type: none"> • Discipline Reports • JJAEP Database
<ul style="list-style-type: none"> • is currently on parole, probation, deferred prosecution, or other conditional release; 	<ul style="list-style-type: none"> • Note: Confidential Information • Information may be with counselor or principal • Sign-in sheets documenting parole officer’s visit
<ul style="list-style-type: none"> • was previously reported through the PEIMS to have dropped out of school; 	<ul style="list-style-type: none"> • PEIMS Report • Withdraw form • State Dropout Report • (in Cumulative Record File)
<ul style="list-style-type: none"> • is a student of limited English proficiency, as defined by TEC §29.052; 	<ul style="list-style-type: none"> • LPAC Minutes • LPAC Identification as LEP • Documentation in LEP Folder • Code of Y, I, or W in the LEP status field within the Student Management System • (in Cumulative Record File)
<ul style="list-style-type: none"> • is in the custody or care of the Department of Protective and Regulatory Services or has, during the current school year, been referred to the department by a school official, officer of the juvenile court, or law enforcement official; 	<ul style="list-style-type: none"> • Note: Confidential Information • Information may be with counselor or principal • Sign-in sheets documenting case worker’s visit
<ul style="list-style-type: none"> • is homeless, as defined NCLB, Title X, Part C, Section 725(2), the term • “homeless children and youths”, and its subsequent amendments; or 	<ul style="list-style-type: none"> • Enrollment Card – address of a shelter • TEA Data Collection Form • Student Residency Questionnaire (in Cumulative Record File)
<ul style="list-style-type: none"> • resided in the preceding school year or resides in the current school year in a residential placement facility in the district, including a detention facility, substance abuse treatment facility, emergency shelter, • psychiatric hospital, halfway house, or foster group home. 	<ul style="list-style-type: none"> • Enrollment Card – address of a facility (in Cumulative Record File)

TEA Funding or Compliance Audits

- Homeless student not coded with correct codes
- Start Date with Student Management System is invalid
- LEP/ELL students are marked as eligible regardless of grade level
- Incorrect ID numbers
- Incorrect or missing data

Best Practices to Ensure Data Quality for At-Risk Data

- It is imperative that at-risk data be correct within the Student Management System for PEIMS submission. Here are information and guidelines to ensure data quality for at-risk data:
- At-Risk records are maintained by the Campus PEIMS Clerk based upon information received by the at-risk contact/coordinator.
- Schools are responsible for maintaining, verifying and updating all at-risk information for students. Most importantly, students who are at-risk must have corresponding documentation entered in the system.
- All back-up data for at-risk should be on file. A student should not be coded as at-risk if there is not any documentation for the coding.
- Please be advised that the at-risk contact/coordinator is the person responsible for the at-risk data on their campus.
- The PEIMS Clerk responsible for entering at-risk data into the SMS system must have written and signed coding instructions from the at-risk campus contact/coordinator. They are **not** to make decisions regarding coding or services. That is the responsibility of the at-risk campus contact/coordinator professional staff member.
- Services that at-risk students receive will need to be entered. Services will not be populated automatically.

Note: Please remember each teacher should have, in their possession, a list of the at-risk students that they teach. Teachers should be reminded that this list is confidential.

BILINGUAL/ESL

BILINGUAL/ESL

Program Contact and Accountability

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Frank Miller, Senior Executive Director of Special Programs

Dr. Veronica Csorvasi, Executive Director of EL K-12, vczorvasi@ILTexas.org

Responsibility

Principals shall designate a Bilingual/ESL Program Administrator (LPAC AP) to whom all questions related to LEP/EL, Bilingual, and ESL PEIMS coding should be directed.

The Bilingual/ESL Program Administrator should work collaboratively with the LPAC in providing data entry staff with names and coding information of LEP/EL and monitored students that reflects EL status, Program Placement, Home Language Code, Parent Permission Date/Code, and information regarding eligibility (or ineligibility) for PEIMS, which will generate EL funding.

In no case should attendance clerk or registrar personnel be responsible for determining a student's PEIMS EL/Bilingual/ESL Indicator code. The Bilingual/ESL Program Administrator (LPAC AP or other) is also responsible for ensuring that attendance personnel are aware of changes in student's services and effective dates of such changes. The attendance clerk and registrar personnel are then responsible for entering such changes in the detailed student attendance accounting system (manual or automated). At the end of each six-week reporting period, the Bilingual/ESL Program Administrator should verify the Student Detail Report for any coding errors.

Campus administrators are responsible for PEIMS data and will ensure that reports from the Texas Education Agency (TEA), which reflect actual Public Education Information management System (PEIMS) data, are compared to campus reports and student folder for reasonableness and accuracy.

After ALL eligibility requirements have been met for an EL/LEP student, information then is input into the Student Management System.

As soon as a student withdraws from school or the LPAC reclassifies a student as English proficient according to appropriate tests and recommends the student's exit from the bilingual education or ESL program, the student will no longer have an EL indicator code of 1. The effective date of this change should be recorded in the attendance accounting system.

At the beginning of each semester, the LPAC Administrator (AP) should verify the Student Detail Report to ensure that initial coding is correct. At the end of each six- week reporting period, the LPAC Administrator (AP) should verify the Student Detail Report to ensure that coding is correct.

Students in grades K through 8th who are counted for funding in the bilingual/ESL program must be served in a bilingual/ESL program. ILTexas has two program models of service: a) Dual Language Immersion and b) Pull out-ESL. Students in grades 6-8 must be served by Language Arts teachers who are also ESL certified. Students in grades nine through twelve are served in a Pull-out ESL program. In a Pull-out ESL program, the RLA/English teacher is ESL certified. English I for Speakers of Other Languages and English II for Speakers of Other Languages must be taught by ESL certified teachers. LPAC recommendation of services must be documented in the student's permanent record folder. Students not served in a state required program must be served in a program approved by the Agency under an Exception or Waiver.

Students who are counted for funding in the bilingual/ESL program must have all documentation on file.

When a student is exited from the bilingual/ESL program, the LEP/EL or ESL indicator code in the attendance accounting system will be removed after the LPAC Meeting where the decision was taken. Not entering the correct coding will result in bilingual/ESL days accumulating when the student has been exited from the program and is no longer being served. At the end of each school year, LPACs must ensure that they are correctly reclassifying students to avoid this mistake in the future. If the LPAC did not review the student in the prior year, the district will NOT be able to claim Bilingual/ESL funding for the current school year until that LPAC review is conducted and properly documented. LPAC must clearly state 'effective date'.

Districts shall conduct only one Home Language Survey for each student. The Home Language Survey (HLS) shall be administered to each student new to the district and to students previously enrolled in a district in Texas that was not surveyed in the past. Districts shall require that the survey be signed by the student's parent or guardian for students in grades kindergarten through grade 8 or by the student in grades 9-12. The original copy of the survey shall be kept in the student's permanent record.

LPAC Data Collection/Organization

A student's placement in a Bilingual/ESL program is determined by the LPAC committee after review of the student's Home Language Survey (HLS), Teacher Observations, and a review of the student's LASLinks or LAS assessment. If a student is placed in a Bilingual/ESL program, an LPAC Assessment Folder is created for the student and maintained as part of the student's permanent record. All documentation related to students' EL status will be housed on the Project ELL platform.

Language Proficiency Assessment Committee (LPAC) Folder

The following contents must be included in the LPAC Folder.

- Home language survey (will be housed in student's general folder or electronic folder in Skyward)
- Initial LPAC Paperwork
 - Home Language Survey (Skyward)
 - Parent Consent letter (may be housed in student's general folder/Skyward)
 - LPAC Recommendation of Placement (initial or transfer) -- (LAS links and LAS battery scores are included unless enrolled as a previously identified LEP/EL student)

- Student History Worksheet
- Middle of Year LPAC Paperwork
 - LPAC Decision for State Assessments (Project ELL)
- End of Year LPAC paperwork
 - Report on Student Progress (Project ELL)
 - Monitoring of Exited Students (Project ELL)
 - Notification and approval of Exit (Project ELL)

Bilingual/ESL Entry Process

LPAC Time Requirements

- Within four weeks of initial enrollment, the LPAC should review documentation of student's' EL/LEP status, and recommend placement in program of service.
- Parental permission must be acquired within the four week period (if not included in enrollment paperwork).
- Identification as EL is based on LAS Links (K) and LAS (1-12).
- LPAC will use the TREX documentation for previous EL/LEP students in Texas.

Initial Registration

Documentation Required to Support Coding- In order to claim Bilingual/ESL eligible days present for funding, documentation must be complete. All documentation supporting student eligibility must be in the student's EL folder (and in the LPAC minutes) for every student accumulating eligible bilingual/ESL days present on the Student Detail Report. LPAC Minutes for Initial identification/Transfer ELs will be housed on the Project ELL Platform. The documentation requirements are as follows:

- Every student must have Home Language Survey (HLS) in his/her permanent folder (part of student enrollment packet).
- This includes requesting an original HLS from a previous campus (if applicable).
- Out-of-State surveys are not valid; students will have to go through the state identification and placement process if student's or family language is other than English on the HLS.

Home Language Survey – The home language survey shall be provided in both English/ Spanish or applicable language. The home language survey shall be translated into the home language whenever possible. Districts shall conduct only one Home Language Survey for each student. The home language survey shall be administered to each student new to the district and to students previously enrolled in a district in Texas who were not surveyed in the past. Districts shall require that the survey be signed by the student's parent or guardian for students in grades K through grade 8 or by the student in grades 9-12. The original copy of the survey shall be kept in the student's permanent record. Digital copy is permissible.

Assessment Information – Proof of a qualifying score on an approved OLPT (LAS links k-1st) and LAS Battery for 61

grades 2-12. The official scores must be documented in the student's records in the LPAC minutes.

LPAC Recommendation – Written documentation of the recommendation for placement by the LPAC (LPAC minutes).

Parent Consent – Signed Parent Consent letter to place the EL student in a bilingual education or ESL program. This record must include the parent's signature and should contain a "date completed by parent" or "date received by district". Parent Consent letter is housed in the EL student's folder in Skyward.

Written documentation of the annual review and recommendation of the LPAC. Proof that a student is:

- served in a full-time bilingual instructional program by staff on permit or certified in bilingual education;
- provided instruction in ESL by staff on permit or certified in ESL or bilingual education for the amount of time accorded to English language arts in the regular instructional program;
- provided instruction as recommended by the LPAC; or
- served in a program approved by the Agency under a Bilingual Exception or ESL Waiver if applicable;
- grade books, teacher lesson plans, students' Academic Achievement Records (AAR) and/or class rosters would be acceptable documentation;

The student's permanent record shall contain documentation of all actions impacting the EL student. This documentation shall include [19 TAC §89.1220(m)]:

- the identification of the student as EL/LEP;
- the designation of the student's level of language proficiency;
- the recommendation of program placement;
- parental approval of entry or placement into the program;
- the dates of entry into, and placement within the program;
- LPAC decisions for State Assessments;
- the date of exit from the program and parent notification; and
- the results of monitoring academic success.
- the propriety of student eligibility is affirmed by the principal or superintendent when affidavits are signed.

Timelines for Identification and Placement

Within four weeks of his or her initial enrollment in the district, a student shall be identified as EL/LEP and enrolled into the required bilingual or ESL program. 19 TAC §89.1225(g) However, even though the student may be served in the bilingual/ESL program, LEP/EL information for a student should not be entered into the Student Management System unless all the documentation is on file. Funds for bilingual/ESL students cannot be claimed until all documentation is in place. This is audited through the EL/LEP student folder and LPAC minutes.

Required Program

Each district that is required to offer bilingual education and special language programs shall offer the following for EL/LEP students:

- bilingual education in PK through the elementary grades;
- bilingual education, instruction or English as a second language, or other transitional language instruction approved by the agency in middle school; and
- instruction according to LPAC recommendation.

The student must be placed in a bilingual education or ESL program as soon as the student is identified as EL (through the home language survey and test scores) and the LPAC has recommended such placement, regardless of whether or not parental approval has been received. The district shall place the student in the bilingual or ESL program on the date the LPAC recommends that service begin but **may not claim funding until after parental approval is received along with home language survey, test scores, and documentation of LPAC recommendation** 19 TAC §89.1220(k).

This is audited through review of EL student folder and LPAC meeting logs.

Program Service Issues for Secondary Programs

For EL students in grades 9-12 that are newcomers, enrollment in English I for Speakers of Other Languages and/or English II for Speakers of Other Languages is appropriate. For all other EL students in grades 9-12, LPAC documentation must reflect appropriate services to meet the student's needs such as ESL designated English and content courses. English I for Speakers of Other Languages and English II for Speakers of Other Languages must be taught by ESL certified teachers. LPAC recommendation of services must be documented in the student's permanent record folder. Students not served in a state required program must be served in a program approved by the Agency under an ESL Waiver..

Students Tested for Eligibility/Fluent English Speakers Served in EL Programs

All students in grades K-5 participate in the Two-Way Dual Language program offered by ILTexas either as EL (English learners) or EP (English Proficient) students..

Funding Eligibility Requirements

A student should have a bilingual/ESL indicator recorded in the Student Management System as soon as ALL eligibility requirements have been met and a new EL record is entered into Skyward. All documentation must be on file before a record is added. The sooner documentation is on file, the sooner funds may be earned for serving the student.

Reclassification/Non-service Due to Withdrawal

As soon as a student withdraws from school or the LPAC reclassifies a student as English proficient according to appropriate tests and recommends the student for exit from the bilingual education or ESL program, the student will no longer have a Bilingual or an ESL indicator code. The effective date of this change should be recorded in the attendance accounting system. At the beginning of each semester, the LPAC Administrator should verify the Student Detail Report to ensure that initial coding is correct. At the end of each six-week reporting period, LPAC Administrator should verify the Student Detail Report to ensure that coding is correct.

When a student is exited from the bilingual/ESL program, changes are made within the Student Management System by adding a new record to the LPAC Meeting Log with the correct EL/LEP Status/Program Placement, (F, S, M3, M4), etc., and the changes will be reflected in the PEIMS Coding. Not adding this record will result in bilingual/ESL days accumulating when the student has been exited from the program and is no longer being served. At the end of each school year, LPACs must ensure that they are correctly reclassifying students to avoid this mistake in the future. If the LPAC did not review the student in the prior year, the district will NOT be able to claim Bilingual/ESL funding for the current school year until that LPAC review is conducted and properly documented.

Eligible Days Present

Students who are being served in the bilingual education or ESL program and are eligible for funding, according to *General Rules* and *Eligibility* earlier in this section, will be identified by a bilingual/ESL indicator code of 1 in the attendance accounting system. The total number of eligible bilingual/ESL days present must be recorded for each six-week reporting period in the Student Detail Report for every student eligible for the program.

At the end of each six-week reporting period, a Campus Summary Report (Section II) must be computed. Total eligible bilingual/ESL days present, for every student in the program, must be summarized by grade level on this report. There will be a separate Campus Summary Report for each instructional track for each campus in the district. Total Eligible Bilingual/ESL Days Present for each grade level on that campus, Total Eligible Bilingual/ESL Days Present for all grades, and Campus Bilingual/ESL ADA must be included on the Campus Summary Report.

At the end of each six-week reporting period, a District Summary Report (Section II) must be computed. The information from all Campus Summary Reports for each track in the district would be added to comprise the District Summary Report for each track. This report must include Eligible Bilingual/ESL Days Present for each grade level in that district, Total

Eligible Bilingual/ESL Days Present for all grades, and District Bilingual/ESL ADA.

CAREER AND TECHNICAL EDUCATION

CAREER AND TECHNICAL EDUCATION

Program Contact and Accountability

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Joyce Wheeler, Executive Director of CTE and Enrichment, jwheeler@iltexas.org

Responsibility

Principals shall designate a SBEC-certified professional (counselor or assistant principal) to whom all Career and Technical Education (CTE) coding questions should be directed. Under no circumstances should the PEIMS data clerk be responsible for decision-making on issues regarding CTE PEIMS coding.

Because contact hours generate a significant amount of funds for the district, it is important that the district and state rules relative to student attendance in CTE be observed.

Contact Hour Eligibility

The complete rules for reporting contact hour funding for Career and Technical Education courses can be found in Section V of the *Student Attendance Accounting Handbook* published annually by the TEA. ILTexas is responsible for ensuring that campuses are eligible for CTE contact hour funding.

1. CTE courses must have an SBEC-certified CTE teacher. (a.) A person may not be employed as a teacher, teacher intern or teacher trainee, librarian, educational aide, administrator, or counselor by a school district unless the person holds an appropriate certificate or permit as provided by Subchapter B (TEC§ 21.003 Certification Requirements) and (b) the teacher of record must be the teacher in the classroom responsible for teaching and learning, grades, attendance, etc.
2. The campus bell schedule and the school calendar must document the average number of minutes per day in the CTE class. The CTE coding must equal the total number of one-hour approved CTE class periods in which the student is enrolled.

For CTE purposes, "one-hour" refers to a class period ranging in time from 45 minutes to one hour. Usually, a half-credit semester Career and Technical Education course is taught for one class period. A one and one-half credit semester career and technical course would be taught for three class periods.

Campuses which operate on block scheduling where class periods are not in one-hour increments, should use the following chart when determining CTE codes for students.

Each CTE class must be examined separately to determine the average minutes per day students attend that class. Average minutes per day must be computed by reviewing a complete cycle of classes. For example, if a class meets

on even-numbered days of the month, a two-week cycle must be reviewed. One week the class will meet on Monday, Wednesday, and Friday, and the next week the class will meet on Tuesday and Thursday. Once average minutes are determined, the applicable code is assigned to each CTE class. Then, all students attending that career and technical class are assigned the corresponding CTE code.

For students who are enrolled in more than one career and technical course, CTE codes are combined to determine the correct code assigned to each student. For example, a student is enrolled in a CTE that averages 50 minutes per day (V1) and a CTE course that averages 150 minutes per day (V3).

When the V1 and the V3 class codes are combined, the student is assigned a code of V4 in the attendance accounting system.

3. A school may only offer a class once the CTE Department has verified that the appropriate instructional resources, certified personnel, facilities, and technology are in place to teach the essential knowledge and skills intended for that course.
4. CTE student enrollment participation codes must be accurately recorded in the Student Management System section labeled CTE coding. (see attached Decision Charts – Fall and Summer)

Code 0 - not enrolled in CTE courses

Students who are not enrolled in any CTE class must have their CTE Participation code entered as 0 and the effective date is the first day of school.

Code 1 – enrolled in a CTE elective (6-12)

Any student who is enrolled in a CTE class as an elective must have a CTE Participation code of 1 and the effective date is the first day of school or the first day of their enrollment in the CTE class, whichever is later.

Code 2 – enrolled in a CTE course that is part of coherent sequence

Any student (grade 9 – 12) who plans to pursue a sequence of related CTE courses leading to a career pathway must have a signed four-year career plan of study on file before their CTE Participation Code can be entered as 2. (See sample of a four year career plan of study at the end of this chapter.)

In the event that the student does not enroll in a CTE class during a given semester, that student is still considered as a 2 unless she or he changes their plan of study. If a student's plan of study or Academic Achievement Record does not reflect a coherent sequence of courses then that student may not be coded as a 2.

Code 3 – enrolled in a Tech Prep or Dual Credit program

Any student (grade 9 – 12) may be coded as a 3 if (a) the signed career plan of study includes one or more courses for Advanced Technical (ATC) credit and (b) the signed plan of study includes four years of high school and two years of post-secondary courses. In the event that the student does not enroll in a CTE class during a semester, that student is still considered as a 3 unless she or he changes their career plan of study. If a student's plan of study or Academic Achievement Record does not reflect a coherent sequence of courses, then that student may not be coded

as a Code 3

The CTE Participation Code of 0, 1, 2 or 3 is NOT equivalent to the CTE weight of V0, V1, V2 or etc. V- weight is determined by the PEIMS course number, is shown in the campus Master Schedule and is directly related to the amount of weighted funding applied to that CTE course. Participation codes describe the individual student's plan of study and do not affect campus funding. Data quality requires that both of these must be accurately maintained.

There is no V-weight attached to middle school CTE courses under normal circumstances. Only students in grades 9-12 are eligible for CTE contact hour funding, except for 7th and 8th grade students who are taught in a CTED instructional arrangement. Students in grades below 9 are not eligible for contact hours.

Students may earn CTE contact hours while they are being served in Pregnancy Related Services (PRS), Compensatory Education Home Instruction (CEHI), special education homebound (01), hospital (02), and/or state school (30) if and only if that student continues to receive the same amount and type (eye-to- eye contact) of CTE service that s/he was receiving before being placed and must be in addition to the hours served in any of these instructional arrangements.

CTE contact hours may not be claimed when students receiving CTE services are placed in disciplinary settings {i.e., In-School Suspension (ISS) or Disciplinary Alternative Education Program (DAEP)} for more than 5 consecutive days if the same amount and type of CTE services are not provided by the CTE teacher. After 5 consecutive days without CTE services being provided, the student must be removed from the PEIMS 410 record for CTE contact hours effective the first day of placement in the disciplinary setting.

This doesn't necessarily change the student's CTE Participation Code but the CTE weighted funding must be turned off. A CTE Override code must be entered in the detail box next to the class name on each student's schedule. The start date is the sixth day that the student is removed from face-to-face CTE instruction. The ending date is the day that student returns to face-to-face instruction. This must be done for each CTE class in which the student is enrolled.

5. Withdrawn students require special attention to their CTE Participation Codes. Miscoding of CTE students can cause serious PEIMS errors which result in funding losses. In order to maintain data quality, the following rules apply:
 - a. If a student is withdrawing from a ILTexas secondary campus and going out-of- district then the CTE administrator may change the CTE Participation Code according to the steps below:
 1. Run a class roster for the student to see what CTE courses the students was enrolled in during this school year.
 2. Determine if the student will receive an end-of-semester average grade (i.e., a 415 record) for any CTE course in ILTexas during this school year.
 3. If yes, then leave the CTE Participation Code unchanged. Only if the student will not receive an end-of-semester average grade for any CTE course in ILTexas during this school year should his/her CTE Participation Code be changed to 0.

6. When a student misses more than five (5) days of CTE instruction for PRS, then documentation must be shared ASAP with the campus CTE decision-maker so that vocational funding can be adjusted. Do not change the student's CTE Participation Code.

The CTE weighted funding must be turned off with a select of 'V0'. The start date is the sixth day that the student is removed from face-to-face CTE instruction. The ending date is the day that student returns to face-to-face instruction. This must be done for each CTE class in which the student is enrolled.

7. A student is not eligible to receive any CTE contact hours for participating one hour in a two hour course or for one or two hours in a three-hour course.
8. State approved CTE courses are listed in Section 4, Code Table CO22 of the Legacy PEIMS Data Standards. Courses with two or five asterisk service ID notation(s) have not been approved for the additional state CTE funding weight and should not be coded in the attendance accounting system as V1, V2, V3
 - a. Districts that offer instruction in CTE courses that are not approved for the additional state CTE funding weight do not report students served in these courses on the 410 Record (CTE- Student). However, these courses are reported on the student's PEIMS 170 record on the Fall Snapshot date. Students enrolled in grade 9-12 courses that are not approved for weighted funding must be reported on the 415 Record in Submission 3
 - b. CTE courses not approved for weighted funding are reported as PEIMS Program Intent Code 11 (Program Intent Code 22 is reserved for CTE courses eligible for weighted funding.)
9. If the campus obtains CTE department approval and the community college meets all Texas Administrative Code requirements for dual credit courses, then the campus may offer Dual Credit courses. The secondary course syllabus and textbook must correspond to the college syllabus and textbook. All students enrolled in a course resulting in dual credit for both a college course and an approved secondary CTE course are eligible to be counted for CTE contact hour funding.
10. If the CTE teacher holds a valid certificate for Advanced Technical Credit (ATC) then the campus may offer an ATC course under a separate PEIMS number. All students enrolled in a course resulting in banked college credit through an approved secondary CTE course are eligible to be counted for CTE contact hour funding.
11. Each career preparation class utilizing the work-based learning delivery arrangement must consist of student participation in work based training appropriate to the instructional program plus participation in related CTE classroom instruction. Time spent at the training site is instructionally engaged time. Up to 120 minutes per day required time at the training stations counts towards meeting full-time and half-time attendance requirements.

The course must span the entire school year and classroom instruction must average one class period each day for every school week. Career preparation is a full year course; students are expected to be enrolled the entire school year. However, if a student transfers in mid-year from a different campus where s/he was enrolled in career preparation, then that student may enter the course.

12. Use the following chart to determine the CTE code for unpaid students in CTE “career preparation.”
13. Use the following chart to determine the CTE code for paid students in CTE “career preparation” or for paid or unpaid students in a practicum.

The CTE code must equal the total number of one-hour approved career and technology class periods in which the student is enrolled. (Successful completion of a course is not required to receive funding.) For example, a student enrolled in a one-credit career and technology course should be coded V1. A student enrolled in three one-credit career and technology courses should be coded V3. A student enrolled in a three-credit career and technology course should be coded V3.

14. An approved, written training agreement must be on file for each student participating in work-based learning, whether paid or unpaid. A student in paid work-based instruction may be counted for contact hours on the first day of enrollment, provided that an approved training plan is on file within 15 instructional days of the student’s enrollment date.

A student participating in unpaid work-based experiences may be counted for contact hours on the first day of enrollment; a written training agreement must be approved and on-file before the student begins participating in training at the work-based learning site.

15. For a student participating in paid work-based learning experiences, employment must begin within 15 instructional days of the student’s enrollment date. If a student’s employment at an approved work site does not begin by the 16th instructional day after enrollment, the student may be placed at an unpaid work site. That unpaid training station may be at the student’s school, a nearby school, or at a public library.

If a student’s employment ends prior to the end of the school year, contact hours may be counted without interruption provided the student’s paid work-based training resumes within 15 instructional days and a written training agreement is on file within 15 instructional days of employment.

16. Teachers assigned to career preparation work-based learning experience, both paid and unpaid, must visit each student training site at least six times each school year. The teacher of record must be provided time within their schedules to visit the training sites. The training site visits may not be conducted during the teacher’s planning and preparation period {TEC§ 21.404}. Whether the school is using 6-week or 9-week grading periods, at least one training site visit during each student grading period is required in order to earn contact hours for that reporting period.

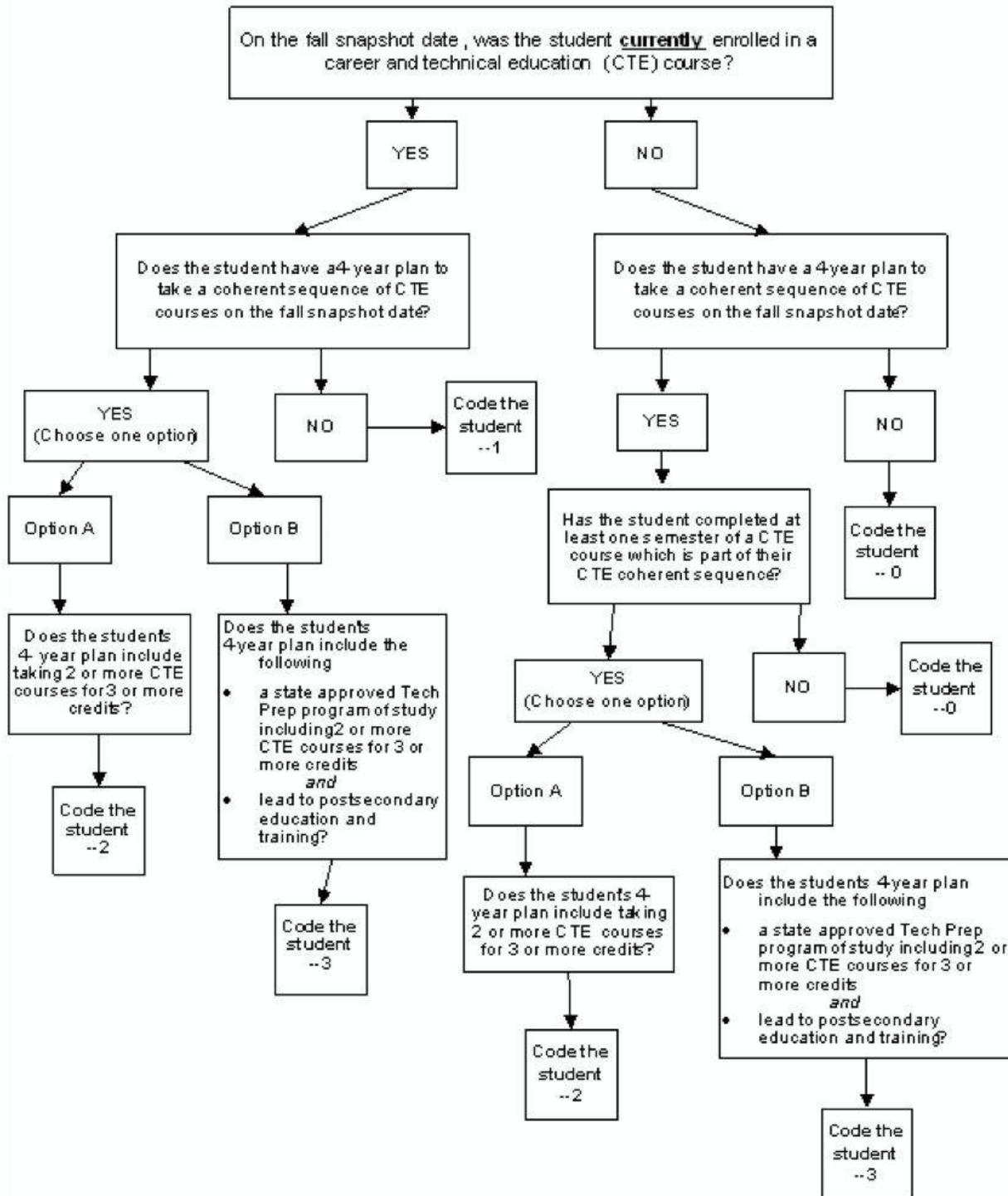
For auditing purposes, verification of the one visit per six weeks to each training station by the supervising instructor must be maintained by the Career and Technology Department.

17. Campuses that plan to offer CTE content by independent study should first seek approval from the CTE department

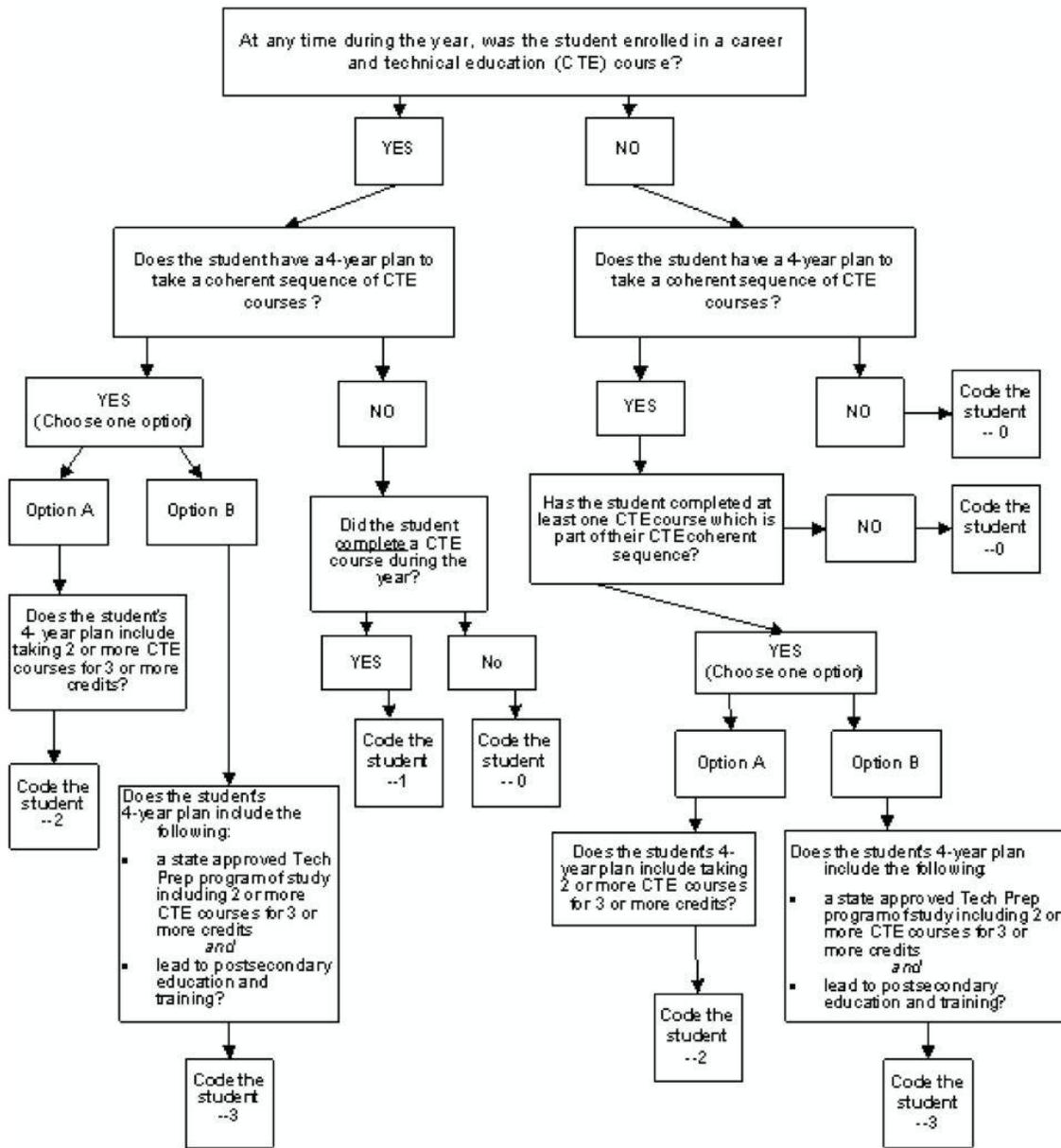
which will refer to rules governing such instructional delivery as outlined in Section V, of the *Student Attendance Accounting Handbook*.

18. Documentation -In order to claim CTE contact hours for funding, documentation must be complete. All documents supporting students' eligibility must be on file for every student accumulating CTE eligibility days present on the Student Detail Report. Documentation requirements include but are not limited to:
 - a. adequate documentation of a student's entry into the program, services in the program, and withdrawal from the program must be available;
 - b. an approved form from TEA or authorized approval entity for magnet courses or innovative courses must be on file in order to obtain CTE funding for these courses;
 - c. signed affidavits (by the principal or designee) affirming student eligibility;
 - d. four year plans or coherent sequence of courses signed by the student listing specific CTE courses by name and number; or
 - e. documentation of a student's temporary removal from CTE (such as discipline records and CEHI records) to warrant turning off the weighted funding.

Career and Technical Education Indicator Code Fall Decision Chart (E0031)



Career and Technical Education Indicator Code Summer Decision Chart (E0031)



Source: Legacy PEIMS Data Standards

COURSE COMPLETION

415 COURSE COMPLETION DATA

Accountability

Accountability for course completion data rests with the Principal of the school

Principal can designate the campus Assistant Principal to review and confirm all 415 course records being submitted.

General

The information for the 415 Course Completion record is required to be tracked and reported beginning with the last Friday in October of each school year.

- In submission 3, there should be one 415 record for each student in membership in grades 1 through 12 that was enrolled in at least one course during the current school year. Multiple 415 records are used to report all of the course completion data for a student.

In submission 4, one 415 record must be submitted for each unique class (course section) that was attended during the summer (between school years) for the purpose of a student attempting to earn dual credit.

Minimum Reporting Standards for the 2015-2016 School Year (Submission 3)

1. Districts and charter schools must report all courses attempted by a student as of the last Friday in October.
2. The exact STUDENT-BEGIN-DATEs and the STUDENT- END- DATEs for each class in which the student is enrolled as of the Last Friday in October must be reported. For example, if a student started a semester with Biology I and changed to a different course such as Theatre on November 1st, then both the Biology I and the Theatre course must be reported on a 415 record along with the actual STUDENT-BEGIN- DATEs and the STUDENT-END- DATEs for each class.
3. Classes completed prior to the fall snapshot date must also be reported along with the classes completed after the fall snapshot date.
4. Locally developed courses such as the special education 9XXXXXXX series and the locally developed 8XXXXXXX series courses are not reported.
 - For submission 3, CAMPUS-ID-OF-ENROLLMENT identifies the campus that scheduled the student for a particular course section and where the student was enrolled while taking the course.
 - For submission 4, CAMPUS-ID-OF-ENROLLMENT identifies the campus that scheduled and/or awarded the high school credit for the dual credit course the student attempted in the summer between school years.

- The COURSE-SEQUENCE-CODE identifies how the course was taught to the student during the school year, or in the summer.
- COURSE-GRADE and FINAL-COURSE-GRADE are only reported for courses taken for high school credit. This includes high school courses taken in middle school and dual credit courses.
- COURSE-COMPLETION-INDICATOR indicates whether or not the student finished the full sequence of instruction for a course. If the COURSE-COMPLETION-INDICATOR is “1”, it does not mean that the student met all of the requirements to receive credit or a grade for the course.
- Do not include audited courses or courses taken for local credit only.
- Do not include courses with SERVICE-IDs that begin with SA, SR, SS, 01, 8, or 9.
- If a student repeats a course during the year with different outcomes, each course completion is to be reported.
- The 415 record must reflect the PASS/FAIL-CREDIT-INDICATOR-CODE determined at the end of the course. For example: A student completes the first half of Chemistry, a two-semester course. The course was failed, no credit was received (Code “02”). The second semester, this student completed the second half of Chemistry. The course was passed and credit was received (Code “01”). The district averages the grades earned in each half of the course to determine if course credit should be received. In this example, the average grade was passing. The 415 record should reflect a PASS/FAIL-CREDIT-INDICATOR-CODE of “08” (course was failed but credit was received) for the first half of Chemistry. Therefore, the Code “02” originally recorded must be changed to Code “08”.

If a student leaves and returns to the same course section for a particular class during the school year, only one of the 415 records for that course section may be reported with a Course Completion Indicator of “1”. This rule is enforced by a fatal edit.

Additionally, if a student leaves and returns to the same course section for a particular class during the school year, only one of the 415 records for that course section may be

reported with a Pass Fail Credit Indicator Code other than “00”. This rule is enforced by a fatal edit.

- CLASS-ID-NUMBER and SERVICE-ID identifies the unique number assigned to a particular course section at the campus level and must match a 300 Course Section record.
- For submission 3, STUDENT-BEGIN-DATE identifies the first date a student was assigned to the class in the current school year. For submission 4, STUDENT-BEGIN-DATE identifies the date the dual credit course began.
- For submission 3, STUDENT-END-DATE identifies the last date a student was assigned to the class in the current school year. For submission 4, STUDENT-END-DATE identifies the date the dual credit course ended.

- A DUAL-CREDIT-INDICATOR-CODE of 1 is reported only when a student is eligible to receive both high school and college credit for a SERVICE-ID listed in C022. Advanced Placement courses taken at the high school are not to be reported as dual credit.
- The ATC-INDICATOR-CODE indicates a high school course for which college credit may be awarded by a post-secondary institution under the conditions of a local articulation agreement or the statewide Advanced Technical Credit (ATC) program agreement. For submission 4, the ATC- INDICATOR-CODE must be “0”.
- Dual Credit courses are not to be reported as local or statewide articulated (ATC) credit. Likewise, ATC courses are not to be reported as dual credit courses. These rules are enforced by fatal edits.
- COLLEGE-CREDIT-HOURS collects the number of college hours that a student earned while taking a dual credit course. This field will have values ranging from 0 to 3. If a student takes a dual credit course and does not complete the course, then the COLLEGE-CREDIT-HOURS will be reported as 0.

DISCIPLINE

DISCIPLINE

Accountability

Accountability for discipline rests with the Principal of the school. Principals must ensure that reports from the Texas Education Agency (**TEA**), which reflect actual Public Education Information Management System (PEIMS) data, are compared with locally-produced reports for reasonableness and accuracy.

Disciplinary Role of ILTEXAS Staff

TEACHERS are authorized to assign Lunch Detention and Classroom Detention. Classroom Detention by a teacher must be scheduled with the parent and coordinated with the Grade Level Administrator. Teachers will work to determine why the student misbehaved and to help the student learn to make better choices in similar future situations.

THE GRADE LEVEL ADMINISTRATOR (GLA) is authorized to handle student discipline and may assign and supervise **ASD** of up to 90 minutes to help the student learn to make better choices in similar future situations.

THE ASSISTANT PRINCIPAL or designee is authorized to enforce discipline and to investigate any allegation of misconduct. The **AP** may question any witnesses in addition to the offending student and may ask for written statements that may include time, date, circumstances, observations, and signature.

THE AP may assign any of the disciplinary consequences described on the **ILTEXAS “Student /Parent Handbook and Code of Conduct”** and is authorized to supervise **ASD**, up to 90 minutes of physical exercise that may include students walking 3 miles (20 minute pace), cleaning desks, campus beautification efforts, or other relevant duties as assigned. Additionally, the **AP** may assign In-School-Suspension (**ISS**) and/or Out of School Suspensions (**OSS**) for up to five (5) days. The **AP** will attempt to reach a parent by phone and follow-up with an email notification to the parent of **ISS** dates.

THE CAMPUS PRINCIPAL has the authority to implement the Code of Conduct, up to and including the suspension of a student from campus. **The Campus Principal** may also assign any of the disciplinary consequences described on the **ILTEXAS “Student /Parent Handbook and Code of Conduct”** and may recommend a student for expulsion.

Disciplinary Action Data – Student

All disciplinary events must be documented on skyward. Every disciplinary **referral** must be converted into an **offense**. Once a referral has been converted to an offense; it must be marked as “**served**,” whenever the student has served the total time assigned. Details to a disciplinary action are only visible to parents, through “**Family Access**,” once the **referral** has been converted to **offense**.

When a student is assigned **OSS, ISS or any other disciplinary action**, the incident must be marked as “**served**” upon the student returning to the regular classroom environment. If for any reason, the student could not serve the total days/time assigned, an appropriate “**Difference Reason Code**” must be added to the disciplinary incident.

Discipline records are reported to **PEIMS** at the end of the current school year, and are a part of the **PEIMS** Submission 3. However, all disciplinary records must be accurate and **“Fatal Free”** throughout the current school year.

A discipline record is required for each disciplinary action taken against any student which results in the removal from his regular classroom for any part of a day or when truancy charges have been filed against a student and/or his parents. A single student will have multiple discipline records if removed from his classroom more than once and will be categorized in one of the following general categories: In-School Suspension (**ISS**), Out-of-School Suspension (**OSS**).

When an incident has “Action Reason Code” **41 “FIGHTING/MUTUAL,”** two or more students must be listed as part of the incident. When two or more students are part of the same incident, regardless of the “Action Reason Code,” the same incident number must be assigned to all students involved.

Multiple violations are sometimes committed in the course of one disciplinary event. When completing a discipline record, only the offense code representing the most serious violation should be entered on a discipline record. **NOTE: DO NOT MAKE MULTIPLE ENTRIES FOR THE DISCIPLINE REASON (OFFENSE) CODE.**

The ILTEXAS **“Student/Parent Handbook and Code of Conduct”** provides legal and locally established definitions, and is intended to assist in understanding terms related to the Code of Conduct. Personnel responsible for discipline coding should refer to the **“Discipline”** section of the ILTEXAS **“Student/Parent Handbook and Code of Conduct”** when determining appropriate **PEIMS** discipline coding and appropriate disciplinary actions (consequences.)

All student discipline records shall be recorded in the district discipline tracker **“Skyward”**. Records for disciplinary infractions may be entered in by the classroom teacher, office personnel, or school administration. Classroom teachers may enter infractions as classroom referrals. However, administrators should be cognizant that they—not clerical staff—are responsible for documenting the coding. **In no case should data entry/clerical personnel be responsible for determining disciplinary coding.** An administrator may convert a teacher referral into an offense and/or enter a referral. Offenses may be viewed by a parent through Skyward **“Family Access Portal.”** Parent contact must be made by the teacher and or administrative staff when entering a discipline record. Designations of discipline coding should include either the local coding or two-digit **PEIMS** discipline offense, consequences, and appropriate dates. Schools should use a discipline referral form with all required **PEIMS** elements.

Guidelines Regarding Offenses

Permanent removal by a teacher from class (disciplinary-action-reason-code 01) under TEC §37.002(b) is a serious offense and is limited for use in those situations where the teacher has refused re-admittance of the student to that teacher’s class. Otherwise, if the teacher allows re-admittance of the student to the class, then **PEIMS** offense code **“21-Violation of Student Code of Conduct”** should be used.

Charter Schools are not subject to expulsion requirements as outlined and required by public schools in TEC §37.002. A chart of mandatory DAEP and Expulsion placement is provided for reference and to aid in local decisions as directed by the Charter School’s board. The only exception is if a student brings a gun or firearm to school. This incident falls under TEC §37.007(e) stating:

In accordance with 20 U.S.C. Section 7151, a local educational agency, including a school district, home-rule school district, or open-enrollment charter school, shall expel a student who brings a firearm, as defined by 18 U.S.C. Section 921, to school.

Retention of Disciplinary Records

NOTE: “TEC §37.017 Destruction of Certain Records” states information received by a school district under Article 15.27, Code of Criminal Procedure, may not be attached to the permanent academic file of the student who is the subject of the report. The school district shall destroy the information at the end of the school year in which the report was filed. In light of this requirement to destroy information received under Article 15.27, Code of Criminal Procedure, the district must retain documentation other than the information received under Article 15.27, Code of Criminal Procedure to support the discipline data submitted on the 425 record for a period of 5 years.

DISTRICT OFFENSE CODES

Offense Codes				
Views: General ▼		Filters: *Active Offense Codes ▼		
Code ▲	Long Description	Status*	Severity	State Code
▶ 01	DISRUPTIVE BEHAVIOR		1	21
▶ 02	CONDUCT PUNISHABLE AS FELONY		1	02
▶ 03	CHEATING PLAGARISM		1	21
▶ 04	CONTROLLED SUBSTANCE		1	04
▶ 05	ALCOHOL POSSES/USE/SOLD		1	05
▶ 06	ABUSE GLUE/AEROSOL		1	06
▶ 07	PUBLIC LEWDNESS INDECENT EXP		1	07
▶ 08	RETALIATION SCHOOL EMPLOYEE		1	08
▶ 09	OFF CAMPUS FELONY TITLE 5		1	09
▶ 10	OFF CAMPUS CONDUCT		1	10
▶ 11	FIREARM USED EXHIBITED POSSES		1	11
▶ 12	ILLEGAL KNIFE		1	12
▶ 13	ILLEGAL CLUB		1	13
▶ 14	PROHIBITED WEAPON		1	14
▶ 16	ARSON		1	16
▶ 17	MURDER		1	17
▶ 18	INDECENCY WITH A CHILD		1	18
▶ 19	AGGRAVATED KIDNAPPING		1	19
▶ 21	CONDUCT CODE VIOLATION		1	21
▶ 22	CRIMINAL MISCHIEF		1	22
▶ 23	EMERG PLACEMENT		1	23
▶ 26	TERRORISTIC THREAT		1	26
▶ 27	ASSAULT ILT EMPLOYEE		1	27
▶ 28	ASSAULT NON ILT EMPLOYEE		1	28
▶ 29	AGGRAVATED ASSULT EMPLOYEE		1	29
▶ 30	AGGRAVATED ASSAULT NON ILT		1	30
▶ 31	SEX ASSULT EMPLOYEE		1	31
▶ 32	SEX ASSULT NON ILT		1	32
▶ 33	TOBACCO		1	33
▶ 34	GANG ACTIVITY		1	34
▶ 35	FALSE ALARM/REPORT		1	35
▶ 36	FELONY CONTROLLED SUBSTANCE		1	36
▶ 37	FELONY ALCOHOL VIOLATION		1	37
▶ 41	FIGHTING/MUTUAL		1	41
▶ 42	TRUANCY PARENT		1	42
▶ 43	TRUANCY 3 UNEXCUSED ABSENCES		1	43
▶ 44	TRUANCY 10 UNEXCUSED ABSENCES		1	44
▶ 45	FAILURE TO ENROLL		1	45
▶ 46	AGGRAVATED ROBBERY		1	46
▶ 47	MANSLAUGHTER		1	47
▶ 48	CRIMINALLY NEGLIGENT		1	48
▶ 49	DEADLY CONDUCT		1	49
▶ 50	NON-ILLEGAL KNIFE		1	50
▶ 55	REGISTERED SEX OFFENDER COURT		1	55
▶ 56	REGISTERED SEX OFFENDER		1	56
▶ 57	CONTINUOUS SEXUAL ABUSE		1	57

DISTRICT OFFENSE CODES - Cont.

▶ 58	BREACH OF COMPUTER SECURITY		1	58
▶ 59	SERIOUS MISBEHAVIOR		1	59
▶ 60	ACADEMIC DISHONESTY		1	21
▶ 62D	BULLY/CYBERBULLYING DISABILITY		1	21
▶ 62E	BULLY/CYBERBULLYING ETH/RACE		1	21
▶ 62G	BULLY/CYBERBULLYING GENDER		1	21
▶ 62S	BULLY/CYBERBULLYING SEXUAL ORI		1	21
▶ 63	CELL INFRACTION		1	
▶ 64	ROBBERY/THEFT		1	21
▶ 65	DRESS CODE INFRACTION		1	
▶ 66	INAPPROPRIATE USE OF TECH		1	21
▶ 67	INSUBORDINATION		1	21
▶ 68	LUNCH BEHAVIOR 1,2,3 INFRAC		1	
▶ 69	NO SHOW DORM DETENTION		1	
▶ 70	NO SHOW DRESS CODE DETENTION		1	21
▶ 71	NO SHOW EAGLE ACADEMY		1	21
▶ 72	NO SHOW TO DETENTION		1	21
▶ 73	NO SHOW TO WORKOUT DETENTION		1	21
▶ 74	PDA		1	21
▶ 75	PROFANITY		1	21
▶ 76	REFUSING TO ACCEPT DISCIPLINE		1	21
▶ 77	SKIPPING CLASS		1	21
▶ 78	STEALING FROM STUD, STAFF, SCH		1	21
▶ 79	THREATS STUDENT ON PER/FACULTY		1	21
▶ 80	THREATS STUDENT TO STUDENT		1	21
▶ 81	VIOLATING GROOMING STANDARDS		1	
▶ C1	DISPLAYING CHAR COURAGE		1	
▶ C10	DISPLAYING CHAR LEADERSHIP		1	
▶ C11	DISPLAYING CHAR OPTIMISM		1	
▶ C12	DISPLAY CHAR SOC INTELLIGENCE		1	
▶ C2	DISPLAYING CHAR CREATIVITY		1	
▶ C3	DISPLAYING CHAR CURIOSITY		1	
▶ C4	DISPLAYING CHAR ENERGY/ZEST		1	
▶ C5	DISPLAY CHAR FOCUS SELF -CONT		1	
▶ C6	DISPLAYING CHAR GRIT		1	
▶ C7	DISPLAYING CHAR HUMILITY		1	
▶ C8	DISPLAYING CHAR INITIATIVE		1	
▶ C9	DISPLAYING CHAR INTEGRITY		1	
▶ EA	EAGLE ACADEMY		1	
▶ L.1	L0.01 HALLWAY TRANSITIONS		1	
▶ L.2	L0.03 RECESS BEHAVIOR 1,2,3 IN		1	
▶ L.4	L0.04 EXCESSIVE ABSENCES		1	21
▶ L.5	L0.05 ACADEMIC CONCERN		1	
▶ L.6	L0.06 LEAD		1	
▶ L.7	L0.07 MODEL BEHAVIOR		1	
▶ L4	L0.04 EXCESSIVE TARDY		1	21
▶ OTH	OTHER NOT LISTED-TEACHER REF		1	

DISTRICT ACTION CODES

Action Codes							
Views: General Filters: *Active Action Codes							
Code ▲	Short Description	Long Description	Status*	Time	Severity	Suspension Type	State Code
01	EXPUL W/O PLACE	EXPULSION W/O PLACEMENT	Active	0 Days	1	Expulsion	01
05	OUT SCH SUSPENS	OUT OF SCHOOL SUSPENSION	Active	0 Days	1	Out of School	05
06	IN SCH SUSPENSI	IN SCHOOL SUSPENSION	Active	0 Days	1	In School	06
1.1	CAFETERIA DUTY	CAFETERIA DUTY	Active	0 Hours	1	None	
1.2	CLASSROOM DET	CLASSROOM DETENTION	Active	0 Hours	1	None	
1.3	CLASSROOM HELP	CLASSROOM HELPER	Active	0 Hours	1	None	
1.4	COUNSEL W/STU	COUNSEL WITH STUDENT	Active	0 Hours	1	None	
1.5	DET AFTER SCH	DETENTION AFTER SCHOOL	Active	0 Hours	1	None	
1.6	DETENTION	DETENTION MORN, LUNCH, AFT SCH	Active	0 Hours	1	None	
1.7	DISMISSAL HELP	DISMISSAL HELPER	Active	0 Hours	1	None	
1.8	DORM DETENTION	DORM DETENTION	Active	0 Hours	1	None	
1.9	DRESS CODE DET	DRESS CODE DETENTION	Active	0 Hours	1	None	
10.	EA-LUNCH	EAGLE ACADEMY LUNCH	Active	0 Hours	1	None	
11.	EAGLE BUCKS	EAGLE BUCKS	Active	0 Hours	1	None	
12.	EAGLE ACADEMY	EAGLE ACADEMY	Active	0 Hours	1	None	
13.	E-MAIL TO PAR	E-MAIL NOTICE TO PARENT	Active	0 Hours	1	None	
15.	GRADE REDUCTION	GRADE REDUCTION FOR CHEAT/PLAG	Active	0 Hours	1	None	
16	TRUANCY FINE	TRUANCY FINE ASSESSED	Active	0 Days	1	None	16
17	TRUANCY NO FINE	TRUANCY NO FINE ASSESSED	Active	0 Days	1	None	17
19.	MORNING HELPER	MORNING HELPER	Active	0 Hours	1	None	
20.	MORNING TUTOR	MORNING TUTORIALS	Active	0 Hours	1	None	
21.	OFFICE AIDE	OFFICE AIDE	Active	0 Hours	1	None	
24.	PAR-ADMIN CONF	PARENT ADMIN CONFERENCES	Active	0 Hours	1	None	
25	PART DAY OSS	PARTIAL DAY OSS	Active	0 Days	1	None	25
26	PART DAY ISS	PART DAY ISS	Active	0 Days	1	None	26
27.	PHYSICAL ACT	PHYSICAL ACTIVITY	Active	0 Hours	1	None	
28.	RECOMMEND EXP	RECOMMENDATION OF EXPULSION	Active	0 Hours	1	None	
29.	RECOMMEND SUS	RECOMMENDATION OF SUSPENSION	Active	0 Hours	1	None	
30.	REFERRAL TO ADM	REFERRAL TO ADMINISTRATION	Active	0 Hours	1	None	
31.	REFERRAL TO GLA	REFERRAL TO GLA	Active	0 Hours	1	None	
32.	REFERRAL O/S AG	REFERRAL TO OUTSIDE AGENCY	Active	0 Hours	1	None	
33	Lunch Detention	Lunch Detention with the GLA	Active	.5 Hours	1	None	
34.	REWARDS POINTS	REWARDS POINTS	Active	0 Hours	1	None	
35.	SATURDAY DET	SATURDAY DETENTION	Active	0 Hours	1	None	
36.	SATURDAY TUTOR	SATURDAY TUTORING	Active	0 Hours	1	None	
37.	SCHOOL PROB	SCHOOL PROBATION	Active	0 Hours	1	None	
38.	SEATING CHANGES	SEATING CHANGES IN CLASS	Active	0 Hours	1	None	
39.	SHORT-TERM REM	SHORT-TERM REMOVAL	Active	0 Hours	1	None	
40.	SST REFERRAL	SST REFERRAL	Active	0 Hours	1	None	
41.	TEMP CONFIS	TEMPORARY CONFISCATION	Active	0 Hours	1	None	
42.	TIMEOUT	TIMEOUT	Active	0 Hours	1	None	
45.	WORKOUT DET	WORKOUT DETENTION	Active	0 Hours	1	None	
46.	VERBAL WARNING	VERBAL WARNING	Active	0 Hours	1	None	
47.	WITHDRWL OF PRI	WITHDRAWAL OF PRIVILEGES	Active	0 Hours	1	None	
48.	WORKOUT MOR DET	WORKOUT MORNING DETENTION	Active	0 Hours	1	None	
50	EXP/NO PLAC/SED	EXPUL/NO PLACEMENT/SP ED	Active	0 Hours	1	Expulsion	50
55	HALL MONITOR	HALL MONITOR	Active	0 Hours	1	None	
56	PAR TEACH CONF	PARENT TEACHER CONFERENCE	Active	0 Hours	1	None	
57	PHONE CALL PAR	PHONE CALL TO PARENT	Active	0 Hours	1	None	
58	REFLECTION ESSY	REFLECTION ESSAY	Active	0 Hours	1	None	
99	OTHER	OTHER	Active	0 Hours	1	None	
ASD	AFTER SCH DIS	AFTER SCHOOL DISCIPLINE	Active	0 Hours	1	None	
mea	Mandatory Eagle	Mandatory Eagle Academy	Active	1 Hour	1	None	
TDE	TARDY DETENTION	TARDY DETENTION	Active	0 Hours	1	None	

Expulsion Procedure

If a General Education student is expelled (usually, these are made final):

Within 24 hours after receiving the Hearing Officer's Notice of Decision from the Area Superintendent's Office, if the Decision includes an order to expel the student, the Campus Registrar will:

- Add or update the leaver code to "78, expelled, cannot return" in the student's Entry/Withdrawal history.
- Process the withdrawal paperwork in Skyward according to the expulsion effective date as stated in the Notice of Decision.
- Update Eklipse to reflect that the student was expelled, entering a note stating the length of expulsion.

Within 24 hours of receiving the Hearing Officer's Notice of Decision from the Area Superintendents Office, if the Decision includes an order to expel the student, the District PEIMS & Compliance Specialist will add the disciplinary action code "01, Expulsion Without Placement" to the student's discipline history and will notify the student's home District by email.

If a SPED or 504 student is ordered expelled and expulsion order is non-final because MDR is Pending:

Within 24 hours after receiving the Hearing Officer's Notice of Decision from the Area Superintendents Office, if the Notice of Decision or any other communication makes it clear that the student is classified as SPED or 504, and the Decision includes an order to expel the student:

The Principal will notify the Special Populations Coordinator and the SPED or 504 Case Manager of the Decision and of the pending MDR/ARD.

Within 24 hours after the conclusion of the MDR/ARD, the Principal will share the Manifestation Determination with the Area Superintendent, the Area Office Administrative Assistant, the Hearing Officer, the District PEIMS & Compliance Specialist, other campus administrators, the Campus Registrar, and Legal. Principal will explicitly state how the Manifestation Determination affects the expulsion order that had been non-final.

Within 24 hours after receiving the results of the evaluation, the District PEIMS & Compliance Specialist will update the student's Disciplinary Record and **Leaver Code** as needed to indicate the student's correct status: if the expulsion order is made final, then 01, Leaver Code 78; if the expulsion order remains non-final, then Leaver Code 98 or other appropriate code, but not 78. See discussion below of these situations.

If a Child Find student is "expelled," (a General Education student was ordered expelled, order made non-final awaiting an evaluation because someone suspected a need to determine SPED or 504 eligibility before carrying out a change of placement):

Within 24 hours after receiving the Hearing Officer's Notice of Decision from the Area Superintendents Office, if the Notice of Decision or any other communication makes it clear that an evaluation to determine eligibility for SPED or 504 has been scheduled or requested, and the Decision includes an order to expel the student, the Principal will notify the Special Populations Coordinator and the SPED or 504 Case Manager of the Decision and of the need for evaluation.

Within 24 hours after the conclusion of the evaluation, the evaluation team and the Principal must share the evaluation results with the Hearing Officer, the Area Superintendent, the District PEIMS & Compliance Specialist, the Campus Registrar, and Legal.

Within 24 hours after receiving the results of the evaluation, the District PEIMS & Compliance Specialist will update the student's Disciplinary Record and **Leaver Code** as needed. See discussion below of these situations.

If a Non-final expulsion is made final:

Within 24 hours after determining that a previously non-final expulsion is made final, the person making such determination will notify the Hearing Officer, the Area Superintendent and the Area Office Administrative Assistant of the decision and the grounds for the decision. Here are the circumstances under which this can happen:

- MDR/ARD determines the misconduct was not linked to an underlying disability or special needs, nor to the school's failure to serve or accommodate. The Principal notifies the above persons that the previous order to expel the student is to be made final because of this Manifestation Determination.
- Someone called for an Evaluation (for SPED or 504 eligibility) of a General Education student who was ordered expelled. We made the expulsion order non-final in order to have an Evaluation. However, the parent or guardian refused to give consent for the Evaluation. The Principal, or other person who receives this information, notifies the above persons that the previous order to expel the student is to be made final, because the student's General Education status remains unchallenged due to lack of parental consent for Evaluation.
- Evaluation finds a student who was ordered expelled not eligible for SPED or 504 services. Thus, the student's General Education status is confirmed and the expulsion order should be made final. The Principal and the Evaluation team notify the above persons that the previous order to expel the student is to be made final because the student has been confirmed to be a General Education student.

Within 24 hours after learning of a determination that a non-final expulsion has been made final, the Area Office Administrative Assistant will draft a letter to the student's parent or guardian notifying him/her that the expulsion is made final and that the parent or guardian should immediately visit the campus and complete the paperwork to facilitate the student's transfer to another school. CC to the Campus Registrar, Area Registrar, District PEIMS Specialist, and Legal.

Within 24 hours after receiving the Hearing Officer's Notice of Decision from the Area Superintendent's Office, if the Decision includes an order to expel the student, the Campus Registrar will:

- Add or update the leaver code to "78, expelled, cannot return" in the student's Entry/Withdrawal history.
- Process the withdrawal paperwork in Skyward according to the expulsion effective date as stated in the Notice of Decision. However, if the expulsion took place after ADA appointed time, the withdrawal will be effective on the next school day.
- Update Eklipse to reflect that the student was expelled, entering a note stating the length of expulsion.

If a Non-final order of expulsion remains non-final:

Within 24 hours after determining that a previously non-final expulsion will remain non-final, the person making such determination will notify the Hearing Officer, the Area Superintendent, the Area Office Administrative Assistant, and Legal of the decision and the grounds for the decision. Examples:

- MDR/ARD determines the misconduct was linked to an underlying disability or special need or to the school's failure to serve or accommodate. The Principal notifies the above persons that the previous order to expel the student is to remain non-final because of this Manifestation Determination.
- An Evaluation (for SPED or 504 eligibility) was called for due to concerns regarding a General Education student who was ordered expelled. We made the expulsion order non-final in order to have an Evaluation. The student was found to be eligible

for SPED services or a 504 accommodation. The Principal, or other person who receives this information, schedules MDR/ARD as needed to make a Manifestation Determination regarding the misconduct that led to the expulsion. The Principal notifies the above persons that the previous order to expel the student will remain non-final at least until MDR/ARD is conducted, because there is now a basis for conducting MDR/ARD.

Within 24 hours after determining or learning that a non-final expulsion is to remain non-final, the Area Office Administrative Assistant will draft a letter to the student's parent or guardian notifying him/her that the expulsion will remain non-final until the MDR/ARD produces a Manifestation Determination. CC to the Campus Registrar, Area Registrar, District PEIMS Specialist, and Legal.

Within 24 hours after receiving the Hearing Officer's Notice of Decision from the Area Superintendent's Office, if the Decision includes an order to expel the student, the Campus Registrar will:

- Ensure that the Leaver Code does not indicate expulsion in the student's Entry/Withdrawal history.
- Update Eklipse, if necessary, to reflect that the student remains enrolled.

If an Expulsion held in abeyance is made final due to violation of a condition of the abeyance:

Within 24 hours after determining that an expulsion which was held in abeyance should be made final, the Principal making such determination will notify the Hearing Officer, the Area Superintendent and the Area Office Administrative Assistant of the determination and of the grounds for it and will request that the student be ordered removed from ILTexas.

Within 24 hours after learning of a determination that a non-final expulsion has been made final, the Area Office Administrative Assistant will draft a letter to the student's parent or guardian notifying him/her that the expulsion is made final and that the parent or guardian should immediately visit the campus and complete the paperwork to facilitate the student's transfer to another school. CC to the Campus Registrar, Area Registrar, District PEIMS Specialist, and Legal.

Within 24 hours after receiving the Hearing Officer's Notice of Decision from the Area Superintendent's Office, if the Decision includes an order to expel the student, the Campus Registrar will:

- Add or update the leaver code to "78, expelled, cannot return" in the student's Entry/Withdrawal history.
- Process the withdrawal paperwork in Skyward according to the expulsion effective date as stated in the Notice of Decision. However, if the expulsion took place after ADA appointed time, the withdrawal will be effective on the next school day.
- Update Eklipse to reflect that the student was expelled, entering a note stating the length of expulsion.

ECONOMICALLY DISADVANTAGED

ECONOMICALLY DISADVANTAGED/FREE AND REDUCED LUNCH

Program Contact and Accountability

Yolanda Banks, Director of Child Nutrition, ybanks@iltexas.org

Esther Galvan, Administrative Assistant, egalvan@iltexas.org

Definition

International Leadership of Texas Charter School has agreed to participate in the National School Breakfast and Lunch Programs and accepts responsibility for providing free and reduced-price meals to eligible children in its schools under its jurisdiction.

The administrator is responsible for the identification of students who are approved by the Child Nutrition Department, based on Federal Income Guidelines, the assurance students are being served and the orderly maintenance of the supporting documentation.

Eligibility

All students have access to Free and Reduced Meal applications. Approved application data will be provided by Nutri-Apps. Applications are reviewed by the Student Eligibility and Accountability (SEA). NSLP policies, rules and procedures are used to determine the student's eligibility. The federal and state requirements are detailed in the *Policy Statement* and the *Contact Person Training Manual*.

Auditing

At the end of the six-week recording period, the Child Nutrition staff will verify reports within the Mosaic System for any coding errors. It is suggested that queries be run on a regular basis to check for reasonableness and accuracy.

Records must be kept on a current basis and routinely analyzed. The district may verify questionable applications at any time. SEA is required to verify a number of approved free and reduced-price meal applications. The administration will issue detailed instructions on the verification procedure at the proper time.

Please use the *National School Meals Program School Level Contact Person Reference Booklet* for forms and for detailed information on the following topics and for forms. For additional information on federal policies and procedures, visit www.squaremeals.org.

Application Form

All applications should be completed online at www.iltexas.org and will be processed in a timely fashion. Parents will receive their statuses via email within 10 business days of processing. Approved applications will **NOT** be returned to schools.

Applications made within International Leadership of Texas include all campuses within the district. If a family has children in more than one campus, each student may be included on a single application.

Direct Certified Status

The Direct Certified (DC) *status transfers* from one school district to another school district. Please call the Child Nutrition Department for further instructions. Students who have transferred from International Leadership of Texas to another district and then return to the district are considered DC.

Direct Certification

Each year, all school districts receive a list of children from the state that are on the *Supplemental Nutrition Assistance Program (SNAP is formerly known as the Food Stamp Program)* and/or Temporary Aid to Needy Families (TANF) program. They *are* Direct Certification students, and are eligible for free meal benefits. If a student is on the DC list and other members of the household are not, the names of the other members of the household can now be added to the DC list. Benefits are extended within the first 30 operating days of the new school year.

Period of Enrollment

Students who apply and are determined eligible for free or reduced lunches will remain eligible during the remainder of the school year. Students who withdraw from the district and elect to re-enroll during the same school year do not need to re-apply as their original application will remain in effect. Students must reapply every year, as previous year's statuses expire 30 days after the first day of school.

GIFTED AND TALENTED

GIFTED AND TALENTED

Program Contact and Accountability

Dr. Laura Carrasco, Chief Academic Officer, lcarrasconavarrete@ILTexas.org

Ashley Neuschwander, Director of Advanced Academics, aneuschwander@iltexas.org

Student assessment for advanced academic opportunities is collaborative and ongoing throughout the school year and cumulative through schooling experience (across the grade levels). Via the RTI process, as tracked through the Student Success Team (SST), led by GT Lead, all data will be collected and stored in a Portfolio (digital and physical). Students with a large learning capacity will be identified as GT learners, for purposes of the state, by a committee of GT trained educators from the campus and district. The portfolio will consist of:

Advanced Academics (Gifted and Talented) Potential Portfolio/SST Documentation

Gifted Characteristics

- o Teacher and parent survey/Referral Form
- o GT IEPs once determination is made
- o SST documentation

Assessment Data

- o Ability test

Student Pieces (these pieces can be uploaded to Seesaw for digital “work” portfolios)

- o Projects and performances
 - Pre-determined, grade level wide projects
 - Student selected pieces
 - Teacher selected pieces
 - Data (Reading Levels, Unit assessment data, MAP results, etc) that is open to be shared with parents

Transfer students seeking to be identified for needing GT services will need to submit identification data from previous school to campus GT committee for review. Additional information may be required.

ILTexas may or may not accept previous GT identification, as documented through PEIMS from their previous district.

Furlough of services, reassessment of needs, and the exiting students from receiving GT services will be reviewed by the SST committee on a case-by-case basis, as and if needed.

Service Design/Curriculum & Instruction is based on the academic needs of those students with the largest capacities to learn in the four core content areas. Additionally International Leadership of Texas serves the needs of students with leadership, athletic, linguistic (through trilingual enrichment model), and artistic capacities to excel above grade level peers. These identified students will have opportunities to work together as well as individually. These identified students will have opportunities to work together as well as individually. These opportunities for exploring a curriculum with advanced depth and complexity of content will be provided during school hours (i.e., enrichment time offerings, differentiated instruction, telescoping, curriculum modifications and accommodation, acceleration) and out of school as well (i.e., competitions, clubs, extracurricular activities, etc). As part of our campus master schedule, each grade level will

have a designated enrichment period whereby GT identified students (as well as others) will have an opportunity to be challenged on their level. Furthermore, part of the IL Texas GT service design is offering opportunities for acceleration as students qualify based on credit by exam qualification.

Moreover, additional opportunities are offered in Middle School and High School as follows:

- Pre AP/Advanced and AP classes provide options, challenges, and appropriate depth and complexity of content.
- Students in high school have access to Dual Credit classes that are not currently offered as an AP course. Students can also take a Dual Credit elective class at the local community college.
- Leadership and Career assessment and training are provided in areas of strength (Xello)

This process will be reviewed annually on a campus and district level to determine how providing services to meet the needs of the most capable learners can be improved.

Acceleration

Content Acceleration

Acceleration may be used as appropriate for students in grades K-12. Decisions to accelerate should be made by the SST committee, consisting of 3 trained administrators and/or teachers. Parents, the student, and others may also be included when applicable.

- Curriculum compacting
 - o Pre-assess at beginning of new academic area (MAP).
 - o Curriculum is “compacted”, taught at a faster pace with time to incorporate advanced content and skills via differentiated instruction (of TEKS RS Units) and or via enrichment period/time.
- Single-subject acceleration into advanced classroom
 - o Appropriate for a student who is advanced in a specific domain such as math.
 - o Use results from TTU Credit By Exam or MAP data (80-90% proficiency required).
 - o The student leaves the regular classroom to attend accelerated class in appropriate grade level (i.e., 1st grader receiving RLA instruction with 2nd grade teacher, 5th grade student taking 6th grade math, 7th grader taking Algebra I, 8th graders taking English I, Dual Credit and AP courses at the high school level, etc).

Grade Level Acceleration K-5

All students are eligible to be considered for grade level acceleration, if they **meet all of the following criteria:**

- score of 80% or higher on a district or state developed exam (CBE by Texas Tech) in **all** core areas: reading language arts, mathematics, science, and social studies *in English and Spanish for students participating in fully implemented 45%/45% DLI program while taking into account 10% Chinese language development.*
- recommendation from SST (with teacher input)
- student’s parent/guardian’s written approval

The SST (with teacher input) will determine timeframe of when qualifying students will be accelerated into advanced grade level.

Course Acceleration 6-12

Students are eligible to test for credit by exam through IL Texas. Course credit will be awarded for the following:

- score of 80% or higher on exam (CBE by Texas Tech) -or-
- score of 3 or higher on AP exam -or-
- score of 75 or higher on CLEP exam

The course will appear on the transcript as a P (Pass). Regardless of the exam, the grade will not be calculated into GPA.

Exam Windows

The CBE exams will be administered 4 times annually upon referral by SST.

Testing Windows:

- July 1-September 30
- October 1-December 31
- January 1-March 31
- April 1-June 30

Students may attempt exam up to two times per subject.

Parents are responsible for the CBE exam fees unless the referral is made by the SST committee based upon a recommendation by the student's teacher who observes that the student's academic needs are not being met in the current grade level.

Link to purchase CBE testing: <http://www.depts.ttu.edu/k12/programs/testing/institutional/>

Professional Development on the nature and needs of gifted students will be required for all GT Lead and GT Enrichment teachers. These Teachers that have not previously completed the 30-hour GT Foundations training will be required to do so through any regional ESC (via both online and face-to-face platforms) and those teachers that have already previously completed their 30 hours in prior years will be required to complete an 6-hour update annually.

As teachers receive their 30-hour GT training and/or 6-hour update certificates, they will need to submit their certificates of completion to the campus AP over GT, as well as upload the documents to Eduphoria. For any teacher, the above training is not a substitute for teachers having to take the state GT exam and adding the GT supplemental to their teaching certificate through TEA/SBEC, if desired (not required by ILTexas).

Family and Community Involvement will be encouraged. Information on GT services will be available on the website and will be shared at informational meetings. Family and community members will also have an opportunity to join TAGT parent association. Parents will be informed of the array of learning opportunities, and products and achievements will be shared with the community. Parents are included in the annual evaluation of GT services process.

Campus GT Leads

GT Leads will meet at least once per semester with Director of Advanced Academics/GT (Ashley Neuschwander; aneuschwander@iltexas.org). GT Leads will be charged with leading their campuses towards full implementation of the above components of our GT program. GT Leads will serve as Subject Matter Experts and will need to assist either in person or other communication with GT-SSTs or Pre-GT-SSTs to help guide the committee in making the most instructionally sound decisions/ interventions for our GT kids and GT-IEPs as needed.

Testing Proctors: each campus will need to designate two IAs and the Media Specialist will be trained as an emergency back-up proctor or to assist with testing complications. Our Campus AP over GT will ensure effective execution/supervision of the program.

PEIMS Reporting

Principals shall ensure that reports from the Texas Education Agency (TEA), which reflect actual Public Education Information Management System (PEIMS) data, are compared to campus reports for accuracy.

The Gifted and Talented campus lead should provide appropriate data entry personnel or Director of Advanced Academics, Ashley Neuschwander with the names and coding information of students who are eligible, whose documentation is in order, and who are being served. **In no case should clerical personnel be responsible for determining a student's gifted and talented indicator code.** Gifted and Talented Leads are responsible for ensuring that clerical personnel or Ashley Neuschwander are aware of changes in a student's services and effective dates of such changes. The designated personnel are then responsible for entering changes at the end of each six-week reporting period, the Gifted and Talented Lead shall notify the campus principal of any Gifted and Talented Report coding errors, with the principal having final signature verification.

Authority: State Law

State law can be found in the Texas Education Code (TEC) Chapter 29: Educational Programs; Texas Administrative Code (TAC) Chapter 89: Adaptations for Special Populations, Subchapter A; Gifted/Talented Education; International Leadership of Texas Charter School (International Leadership of Texas CHARTER SCHOOL) Board Policy

GT Coding Within Student Information System (Skyward)

The gifted and talented indicator code must reflect the student's identification for gifted and talented services for each six-week/nine-week reporting period.

- All students identified as Gifted and Talented and receiving Gifted and Talented services should be GT PEIMS coded including the student's GT program entry effective date.
- The gifted and talented indicator code is removed from the attendance accounting system by the clerical personnel, only when directed by the GT Campus Lead. The effective date of dismissal should be recorded.

Documentation

In order to claim gifted and talented enrollment for funding, documentation must be complete, which includes the following:

- Student identification and assessment is complete according to International Leadership of Texas CHARTER SCHOOL policy;
- Student's G/T Program Services are complete according to International Leadership of Texas CHARTER SCHOOL policy;

- Includes documentation of teacher's G/T training complete according to International Leadership of Texas CHARTER SCHOOL policy;
- Includes documentation of student scheduled in mandated courses according to International Leadership of Texas CHARTER SCHOOL policy;
- Includes implementation of G/T Curriculum Framework, Scholars and Knowledge according to International Leadership of Texas CHARTER SCHOOL policy.

Controls are in place to ensure that a student is included in only one campus gifted and talented count. If the student changes campuses during a six-week/nine-week reporting period or attends another campus to receive gifted and talented instruction, the student's participation in the program will only be counted once.

At the **beginning** of each school year, the principal's appointed Campus Gifted and Talented Lead shall review the clerical personnel input of initial coding within the Student Management System for accuracy. The principal of each campus has final compliance responsibility and must sign and verify the accuracy of campus coding for G/T students.

At the end of each six-week/nine-week reporting period, the Campus Gifted and Talented Coordinator shall review the clerical personnel input within the Student Management System for accuracy. The principal of each campus has final compliance responsibility and must sign and verify the accuracy of campus coding.

Gifted and Talented Definition

Students who participate in services designed for Gifted and Talented Students will demonstrate skills in self-directed learning, thinking, research, and communication as evidenced by the **development of innovative products and performances** that are advanced in relation to students of similar age, experience, or environment and reflect individuality and creativity.

State Definition of the Gifted and Talented Student

TEC §29.121. DEFINITION: A Gifted and Talented Student means a child or youth who performs at, or shows the potential for performing at, a remarkably high level of accomplishment when compared to others of the same age, experience, or environment and who:

1. Exhibits high performance capability in an intellectual, creative, or artistic area;
2. Possesses an unusual capacity for leadership; or
3. Excels in a specific academic field.

Added by Acts 1995, 74th Leg., ch. 260, § 1, eff. May 30, 1995.

Local Definition of Gifted and Talented

International Leadership of Texas ISD defines Gifted and Talented as any child or youth in grades K-12 who performs at, or shows the potential for performing at, a remarkably high level of accomplishment when compared to others of the same age, experience, or environment, and who:

- 1) Exhibits high performance capability in general intellectual ability; or
- 2) Excels in one or more specific academic fields: math, science, language arts, and/or social studies

Goal of Gifted and Talented Services

Students who participate in services designed for Gifted and Talented Students will demonstrate skills in self-directed learning, thinking, research, and communication as evidenced by the **development of innovative products and performances** that are advanced in relation to students of similar age, experience, or environment and that reflect individuality and creativity.

Goals for K-12 Gifted and Talented Services

1. IDENTIFICATION

Identify students in grades K-12 who demonstrated an academic need for Gifted and Talented services using the criteria established by the district, approved by the board, and in compliance with the state mandates.

2. SELF-DIRECTED LEARNERS

Develop the students' capacities to become self-directed and to be confident in their ability to research and process information and to create and communicate their findings as they produce and present advanced-level products or performances as well as products and performances of professional quality at the high school exit level.

3. COMPLEX THINKING SKILLS

Enhance and refine the abstract and complex thinking and reasoning of these students through more sophisticated creative and critical thinking activities as they reflect and refine their own thinking processes.

4. APPROPRIATE INSTRUCTIONAL STRATEGIES

Provide students with multiple opportunities to participate in learning experiences using advanced content (within the four core areas) which are defensibly differentiated in depth, complexity and range through modification to content and/or process and/or product. Students will be able to work independently, with groups of other gifted students, and with groups of non-gifted peers.

IMMIGRANT AND MIGRANT EDUCATION

IMMIGRANT AND MIGRANT EDUCATION PROGRAM

Program Contact and Accountability

Veronica Csorvasi, Executive Director of EL K-12, VCsorvasi@ILTexas.org

Krystal Lovato, Executive Director of Federal Programs, klovato@iltexas.org

Responsibility

The principal designates appropriate campus personnel responsible for identifying students who are eligible for the Migrant Education Program, ensuring that supporting documentation is in order for students. The corresponding data entry position is responsible for determining that the appropriate information is entered into the Student Management System.

It is the responsibility of each Campus Data Clerk to report the entry and withdrawal of all students to the District Migrant point person to ensure that migrant students are appropriately coded and reported.

The Campus Immigrant Administrator should work collaboratively with the PEIMS Data Clerk contact (if different) in providing attendance personnel with names and demographic information of students who are eligible, whose documentation is in order, and who are being served. The Campus Immigrant Administrator is also responsible for ensuring that attendance personnel are aware of changes in student services and effective dates of such changes. The attendance personnel are then responsible for entering changes in the detailed student attendance accounting system (manual or automated). At the end of each six-week reporting period, the Campus Immigrant Administrator should verify the Student Detail Report for any demographic errors.

Principals shall ensure that reports from the Texas Education Agency (TEA), which reflect actual Public Education Information Management System (PEIMS) data, are compared to campus reports and student folder documentation for reasonableness and accuracy.

Definition

The Federal Title I, Part C Migrant Education Program (MEP) was created in 1966 as part of a national effort to address the special educational needs of farm worker children who move with their families to harvest the fruits and vegetables that help feed our nation. The Migrant Education Program ensures that all migratory children who move among the states are not penalized in any manner by disparities among states in curriculum, graduation requirements or state academic content and student academic achievement standards. The Texas MEP's goal is to provide all migrant children with the opportunity to reach challenging academic standards and graduate with a high school diploma (or complete a GED) in order to prepare them for responsible citizenship, further learning and productive employment.

The term migratory child means a child, ages 3-21, who is, or whose parent or spouse is, a migratory agricultural

worker, including a migratory dairy worker, or a migratory fisher, and who in the preceding 36 months, in order to seek or obtain, or accompany such parent or spouse who seeks or obtains, temporary or seasonal employment in agriculture or fishing work and who:

- has moved from one school LEA to another
- in a state that is comprised of a single LEA, has moved from one administrative area to another within such district,
- resides in a school district of more than 15,000 square miles, and migrates a distance of 20 miles or more to a temporary residence to engage in a fishing activity.

Data Components

Data components for the SIS Migrant Panel are as follows:

- Migrant Status
- NGS Number
- Qualifying Arrival Date
- End of Eligibility

Migrant student data is entered and maintained by the data specialist of the Migrant Education Program. Using SIS, schools may periodically query the roster of eligible migrant students.

Documentation Required to Support Data

A valid Certificate of Eligibility (COE) must be on file with the Migrant Education Program (MEP) for a student to be coded on SIS as a migrant student and to be considered eligible for service.

Enrollment Procedure

The student enrolls in the district, and the parent completes a Home Language Survey. If a country other than the United States of America (USA) and any of its territories is indicated as the place of birth on the survey, and he/she has attended a USA school for three years or less, then that student can be identified as an immigrant student. The student's date of entry into USA schools must be filled out by the parents on the Home Language Survey. Students in grades 9-12 may complete the Home Language Survey. The Home Language Survey is completed only upon initial entry, and only if there is no evidence of prior completion of a Home Language Survey from a previous district in Texas.

Data Component: Enter Country of Origin data on the Personal panel, and Date First Entered US School data entry field on the Immigrant Panel/ Student and Immigrant Info.

Required Documentation: Home Language Survey in LEP/ELL folder and Enrollment Card

Eligibility for Immigrant Funding

A student must meet the following requirements in order to be eligible for state immigrant (Title III) funding. Student date of initial entry into USA schools and grade level is reviewed by the Immigrant Data Entry Contact upon the student's enrollment to determine eligibility.

Students entering grades **PK, K or 1**, and who are born outside of the USA, must automatically be given immigrant status if they meet the criteria above, unless a first grade student has been retained.

Data Component: Report Card information, Student and Immigrant Information Panel, LEP/EL folder

Required Documentation: Documents provided by parents at initial enrollment

Definition of an Immigrant Student

An immigrant student is defined as one who:

- Is ages 3-21 years of age AND
- Was born outside of the United States or any of its territories AND
- Has not attended a USA school in the past three complete PEIMS years (years are cumulative and not necessarily consecutive)

Note: Grades PK, K, and 1 students born outside of the USA must automatically be given immigrant status, unless a Grade 1 student has been retained.

The criteria may include:

- Only students who are not US citizens
- Lawful permanent resident aliens
- Refugees
- Parolees
- Persons of other immigrant status
- Undocumented residents

The criteria should exclude:

- US citizens' children who were born abroad
- A student who is a citizen of the USA or born in the USA

Immigrant students who meet eligibility will be coded with a "Yes" indicator in the IMMIGRANT Status Indicator grid on the Immigrant PEIMS Coding panel, which is determined **automatically** by the original calculation based on Date Entered USA School. The only entry in this panel will be the date in the appropriate box. The system will calculate the years of eligibility once this process is completed.

Data Component: The Country of Origin, Date First Entered USA School and Complete Years in USA codes on Student and Immigrant Information Panel will automatically calculate years of eligibility shown as a grid report on the Immigrant PEIMS Coding Panel.

Required Documentation: Home Language Survey

The number of complete years the student has attended a school in the USA is calculated in relation to the PEIMS Snapshot Date. The allowable three years of eligibility are determined by counting the total number of school years in which the student was enrolled (for any amount of time). Years are calculated beginning with the student's initial year in a USA school and are cumulatively calculated, regardless of gaps in enrollment during any of those years.

Ineligibility for State PEIMS Funding

An immigrant student becomes ineligible for immigrant funding after three PEIMS years of immigrant eligibility and will appear as a “No” in the Immigrant Status grid for not eligible.

Required Documentation

In order to claim Immigrant "PEIMS Eligible" years for funding, documentation must be complete. All documentation supporting student eligibility must be in the student's Limited English Proficient (LEP/EL) folder (and/or in the LPAC Documentation binder when applicable) for every student accumulating eligible immigrant years on the Immigrant PEIMS Coding Panel. The documentation requirements are: the Home Language Survey and the birth certificate or other identifying documents.

The Home Language Survey shall be administered in English and Spanish for students of other language groups, the Home Language Survey shall be translated into the home language whenever possible. The Home Language Survey shall contain the following information in accordance with the No Child Left Behind Act PL 107-110, 2001.

- Place of birth, city and country
- Date of initial entry into US schools
- Number of complete academic years in a US school

Written documentation of the information above must be noted on the Home Language Survey. This record must include the parent's signature and should contain a "date completed by parent" or "date received by district".

Data Component: The Country of Origin, Immigrant Indicator Code, Date First Entered USA School and Complete Years in US codes on the birth city and birth state from the Student Demographic Panel.

Required Documentation: Home Language Survey, birth certificate or other admissible document (INS card, passport).

Quality Control

NOTE: TEA uses the Immigrant Indicator and complete years in USA School for Title III Immigrant funding.

A student should have an Immigrant Indicator code recorded in the Immigrant Status Indicator grid of the Immigrant PEIMS Coding Panel as soon as ALL eligibility requirements have been met. All documentation must be on file to back up the Immigrant Status Indicator code.

As soon as a student completes three academic years in a USA school, the student should no longer have an Immigrant Indicator code.

At the beginning of each year (before the PEIMS Snapshot date), the appropriate staff should verify the status of each immigrant student to ensure that coding is correct.

Students who are counted for funding as Immigrants must have all documentation on file.

TEA Funding or Compliance Audits

- Deleting important data on Immigrant Info Panel or Immigrant PEIMS Coding Panel (i.e. country of origin and date entered US schools) in order to be error- free on PEIMS without checking to verify information first on the Home Language survey and/or birth records
- Missing LEP/EL folder available or empty folder LEP/EL or LEP/EL folder with outdated information
- Placing too many Home Language Surveys in the LEP/EL folder
- Failing to match documentation on LEP/EL folder or Home Language Survey with
- Immigrant Information Panel or Immigrant PEIMS Coding Panel
- Missing Country of Origin or coded as N/A on the Personal Panel
- Entering Country of Origin as US or any of its territories on the Personal Panel
- Missing date entered USA school on the Immigrant PEIMS Panel

LEAVERS AND GRADUATES

LEAVERS

Program Contact and Accountability

Principal on campus will be the person of Program Contact and Accountability

School Requirements

Schools must document the withdrawal of students in grades 07-12 and maintain on file the appropriate paperwork associated with student withdrawals. Documentation is required to support all leaver and mover reason codes. All documents are uploaded in Skyward.

Student withdrawals from ILTexas are coded automatically into Skyward as a “98” until required documentation is obtained to change to the appropriate leaver code.

Leavers are students who leave Texas public education. Leavers include:

- ✓ Graduates,
- ✓ Students who died,
- ✓ All dropouts,
- ✓ Students who fail to re-enroll in the fall (no-shows),
- ✓ Students who enroll in private school,
- ✓ Students who enroll in an out-of-state school,
- ✓ Students who leave for homeschooling,
- ✓ Students who return to their home country
- ✓ Students withdrawn by the school district
- ✓ Students who are expelled
- ✓ Other school leavers identified during the previous school year.
- ✓ Student leavers in special education and other special, ungraded, or state-approved alternative programs are included.

Movers are students who move to another Texas public school, including state charter schools and other International Leadership of Texas CHARTER SCHOOL schools. Movers include:

- ✓ Students enrolled in another Texas public school district

- ✓ Students who earn a GED certificate at a Texas examination site by August 31, or
- ✓ Students who are accounted for by other state reconciliation processes.

Schools must enter appropriate leaver reason codes into the Student Management System that most accurately describes the student’s whereabouts during the school-start window. The school-start window extends from the first instructional day of school through the last Friday in September. Detailed leaver code information is available in TEA’s Appendix D, Summary of Leaver Reason and Required Documentation, but is summarized below.

Documentation Requirements by LEAVER-REASON-CODE

In addition to general documentation requirements, requirements specific to leaver reason codes also apply. Following are the specific documentation requirements by leaver reason code. They are grouped into four major categories: graduated or received an out-of-state GED, moved to other educational setting, withdrawn by school district, and other reasons. School leavers with this LEAVER-REASON-CODE are counted as dropouts for state accountability purposes: code 98. School leavers with this LEAVER-REASON-CODE are counted as dropouts for federal accountability purposes: codes 88, 89, 98. These designations are provided for information purposes only. They are not the final or comprehensive description of the definitions used for dropout and completion processing. For more information please see the *Secondary School Completion and Dropouts in Texas Public Schools*.

GRADUATED OR RECEIVED AN OUT-OF-STATE GED	
01	<p>Student graduated from a campus in this district or charter</p> <p>Definition and use: Use for students who meet all high school graduation requirements (which includes passing the state assessments required for graduation) at any time during the prior school year, including the summer (through August 31) following the close of the prior year. To graduate, a student must satisfy the requirements under 19 TAC Chapter 74, Subchapter B. Special education students must satisfy requirements under 19 TAC §89.1070. Students who complete all course requirements for graduation in one school year but do not pass the state assessments required for graduation until a later year, are reported as graduates in the school year in which the state assessments are passed, and the diploma is issued.</p> <p>Documentation requirement: Transcript showing sufficient credits, successful completion of the state assessments (including testing dates) required for graduation, graduation seal, school official signature, and date of completion.</p>
85	<p>Student graduated outside Texas before entering a Texas public school, entered a Texas public school, and left again</p>

	<p>Definition and use: This code may be used for students who graduated in another state or country before entering Texas public schools. This code may also be used for students who graduated from Texhoma High School, Texhoma, Oklahoma.</p> <p>Documentation requirement: Transcript showing sufficient credits, date, and school official signature, and a diploma with a graduation seal.</p>	
86	<p>Student completed the GED outside Texas</p> <p>Definition and use: This code may be used for students who earned GED certificates outside Texas, including students living in Texas and earning GED certificates online from a testing company in another state, before enrolling or after leaving Texas public schools.</p> <p>Documentation requirement: Acceptable documentation is a copy of the GED certificate or some other written document provided by the testing company showing completion of the GED. Written documentation from the testing company must include the date of GED completion, location, address, and contact information of the company.</p>	
90	<p>Student graduated from another state under the provisions of the Interstate Compact on Educational Opportunity for Military Children</p> <p>Definition and use: Per TEC §162.002, student lives in the household of an active-duty military serviceperson, transferred into Texas public schools at the beginning of or during his or her senior year, did not meet the requirements to graduate from Texas public schools, did meet requirements to graduate from a school in the sending state, and, under the provisions of the Interstate Compact on Educational Opportunity for Military Children, graduated from a school or district in the sending state.</p> <p>Documentation requirement: Transcript showing sufficient credits, date, and school official signature, or a diploma with a graduation seal</p>	
	MOVED TO OTHER EDUCATIONAL SETTINGS	
24	<p>Student entered college and is working towards an Associate's or Bachelor's degree</p> <p>Definition and use: This code is for students who leave secondary school to enter college early. It should be used for students who are enrolled full-time (at least 9 credit hours per semester). This code is also for students who leave school to enter a dual-credit program established by the Texas Legislature at the Texas Academy of Mathematics and Science at the University of North Texas, the Texas Academy of Leadership in the Humanities at Lamar University, the Texas Academy of Mathematics and Science at the University of Texas at Brownsville, and the Texas Academy of International Studies at Texas A&M International University.</p> <p>Documentation requirement: Documentation of enrollment in a college or university must indicate that the student is enrolled full-time in an academic program. Per federal requirement, it is not permissible for a district to document that, at the time of withdrawal, the student intended to enter a post-secondary educational setting. Beginning with students leaving in the 2011-12 school year, a district must document that the student has actually entered a post-secondary educational setting. One of the following types of documentation is required to verify enrollment: Transcript Request. Acceptable documentation of enrollment in college is a records request from the college in which the student is enrolled. Telephone requests must be documented in writing, including the date of the call, the name of the college requesting the records, the name of the person making the request, and the name of the person who received the call. Telephone requests should appear on a standardized, district approved form. The original of the form should be included in the student's permanent file. Documentation of the method of records dissemination also must be included in the student's permanent file (e.g., copy of fax activity log, certified mail receipt, encrypted email receipt confirmation, or postage/mail log with complete address information for requesting school). Verification by an authorized representative of the college. Assigned letter from the college verifying enrollment is also acceptable documentation. The letter must state the name and</p>	

	<p>location of the college in which the student is enrolled and the date of enrollment. Other acceptable documentation is written documentation of an oral statement by a representative of the college providing the name and location of the college and verifying that the student is enrolled, signed and dated by an authorized representative of the district. Verification by the parent/guardian or qualified student. Acceptable documentation includes a letter, signed and dated from the parent, guardian, or qualified student stating that the student has enrolled in college in a program leading to an associate's or bachelor's degree</p>	
<p>60</p>	<p>Student is homeschooled <u>Definition and use:</u> Student is being homeschooled. This code may be used only for a student whose parent/guardian confirms that the student is pursuing, under the direct supervision of the parent/guardian, a curriculum designed to meet basic education goals. The district is not required to obtain evidence that the program being provided meets educational standards. <u>Documentation requirement:</u> District must document that the parent/guardian is homeschooling the student. Per federal requirement, it is not permissible for a district to document that, at the time of withdrawal, the student intended to be home-schooled. Beginning with students leaving in the 2011-12 school year, the following documentation is required to verify enrollment: Verification by the parent/guardian. A letter, signed and dated, from the parent/guardian stating that the student is being home schooled is acceptable documentation. Letters from parents/guardians must indicate the actual date homeschooling began.</p>	
<p>66</p>	<p>Student was removed by Child Protective Services (CPS) and the district has not been informed of the student's current status or enrollment <u>Definition and use:</u> This code applies only to Child Protective Services. Private agencies that provide asylum for students do not have the legal authority to remove students from school. <u>Documentation requirement:</u> Acceptable documentation includes due process documentation supporting the withdrawal; a written statement, signed and dated by the CPS officer, including the CPS officer's name and contact information; or written documentation of an oral statement by a CPS representative that the child was removed, including the CPS representative's name, the date of the conversation, and the signature of the school official.</p>	
<p>81 82</p>	<p>Student enrolled in a private school in Texas Student enrolled in a public or private school outside of Texas <u>Definition and use:</u> Student is enrolled in a private school in Texas (code 81), the Texas Job Corps Diploma Program (code 81), or a public or private school outside Texas (code 82). Documentation of actual enrollment is required. This code is also used when a student moves from the district without withdrawing but the district receives a records request. If the student enrolls in another school in the district or another public school district in Texas, a leaver record is not submitted. If the district did not assign code 81 or code 82 when the student stopped attending, the district can change the original code assigned to the student when the records request or communication from the parent/guardian or qualified student is received. If the original withdrawal date for the student is later than the date the student enrolled in the other school, the withdrawal date must be changed and all attendance accounting records affected by this change must be updated. <u>Documentation requirement:</u> Per federal requirement, it is not permissible for a district to document that, at the time of withdrawal, the student intended to enter another educational setting. Beginning with students leaving in the 2011-12 school year, a district must document that the student has actually enrolled in a private school in Texas, the Texas Job Corps Diploma Program, or a private or public school outside Texas. One of the following types of documentation is required to verify enrollment: Transcript Request. Acceptable documentation of enrollment in another school is a records request from the school in which the student is enrolled. Telephone requests are acceptable, but they must be documented in writing, including the date of the call, the name of the school requesting the records, the name of the person making the request, and the name of the person who</p>	

	<p>received the call. Telephone requests should appear on a standardized, district-approved form. The original of the form should be included in the student's permanent file. Documentation of the method of records dissemination also must be included in the student's permanent file (e.g., copy of fax activity log, certified mail receipt, encrypted email receipt confirmation, or postage/mail log with complete address information for requesting school). Verification by the superintendent or authorized campus or district administrator of the receiving district. A signed letter from the receiving school verifying enrollment is acceptable documentation. The letter must state the name and location of the school in which the student is enrolled and the date of enrollment. Other acceptable documentation is written documentation of an oral statement by a representative of the receiving school providing the name and location of and contact information for the school and verifying that the student is enrolled, signed and dated by an authorized campus or district administrator of the district. Verification by the parent/guardian or qualified student. Acceptable documentation includes a letter, signed and dated, from the parent/guardian or qualified student stating that the student has enrolled in a private school in Texas or a private or public school outside of Texas leading to the completion of a high school diploma</p>	
87	<p>Student withdrew from/left school to enroll in the Texas Tech University ISD High School Diploma Program or the University of Texas at Austin High School Diploma Program Definition and use: Student was withdrawn from school and parent/guardian or qualified student indicated at the time of withdrawal that the student has enrolled in the State Board of Education-authorized Texas Tech University ISD High School Diploma Program or the University of Texas at Austin High School Diploma Program. Documentation requirement: The district must receive either a) a records or transcript request from the high school diploma program or b) a letter from the high school diploma program stating that the student is enrolled.</p>	
	WITHDRAWN BY SCHOOL DISTRICT	
78	<p>Student was expelled under the provisions of TEC §37.007 and cannot return to school Definition and use: This code may only be used when: • the student was expelled under the provisions of TEC §37.007, and • the term of expulsion has not expired or the student's failure to attend school is due to court action. This code may only be used for a student who was expelled for an offense included in TEC §37.007. This code is not intended for use by districts which assign students to a Juvenile Justice Alternative Education Program (JJAEP). Documentation requirement: Due process documentation supporting the expulsion.</p>	
83	<p>Student was attending and was withdrawn from school by the district when the district discovered that the student was not entitled to enrollment in the district because a) the student was not a resident of the district, b) was not entitled under other provisions of TEC §25.001 or as a transfer student, or c) was not entitled to public school enrollment under TEC §38.001 or a corresponding rule of the Texas Department of State Health Services because the student was not immunized. Definition and use: This code is for situations in which the district discovers when verifying enrollment information that the student is not entitled to enrollment in the district because the student is not a resident of the district or is not entitled under other provisions of TEC §25.001 or as a transfer student. It is not for a student who was a resident of the district and who stops attending because he/she has moved. This code is also for rare situations in which the student has not met the requirements under TEC §38.001 or a corresponding rule of the Texas Department of State Health Services for immunization, provisional enrollment, or exemption. Subject to the exceptions in TEC §38.001(c), a student is required to be fully immunized against disease as required by the Texas Department of State Health Services (TEC §38.001(a)). A student may be provisionally admitted if the student has begun the required immunizations and continues to receive the necessary immunizations as rapidly as medically feasible (TEC §38.001(e)). Except as provided by TEC §38.001(c) or by rule of the Department of</p>	

	<p>State Health Services, a student who is not fully immunized and has not begun the required immunizations may not attend school. For further information about enrollment procedures, please see the Student Attendance Accounting Handbook. For further information about immunization requirements, immunization exemptions, and immunization documentation, please contact the Texas Department of State Health Services.</p> <p>Documentation requirement: Due process documentation supporting the withdrawal. All district actions to withdraw a student must be documented or the documentation for use of this leaver reason code may be considered insufficient. For purposes of leaver reason code 83, due process is defined as completion of the following steps: 1. District provides oral or written notice, appropriately documented, to the student's parent, guardian, or qualified student him- or herself of intent to withdraw the student, reasons for the withdrawal, effective date of withdrawal, and date of hearing or conference at which the parent, guardian, or qualified student will have an opportunity to respond to allegations that the student is not entitled to be enrolled in the district. Steps 2 and 3 are not required for cases in which the parent, guardian or qualified student agrees that the student is not entitled to enrollment in the district. Step 4 is always required for charter districts. 2. District provides a hearing or conference at which the district presents the reasons for withdrawal, and the parent, guardian, or qualified student is given the opportunity to respond to the reasons for withdrawal. 3. District provides a written report to the parent, guardian, or qualified student that contains the findings of fact and district decision following the hearing or conference. The written report shall include notice of the parents, guardians, or qualified student's right to appeal the district's decision. 4. Charter districts shall notify the school district in which the student resides within three business days of withdrawing a student from a charter school, per Texas Administrative Code §100.1211.</p>	
	<p>OTHER REASONS</p>	
<p>03</p>	<p>Student died while enrolled in school or during the summer break after completing the prior school year Definition and use: Self-explanatory. Documentation requirement: Acceptable documentation includes a copy of the death certificate or obituary, a program from the funeral or memorial service, a written statement from the parent or guardian, and written documentation of an oral statement by a parent or guardian stating that the student has died.</p>	
<p>16</p>	<p>Student returned to family's home country Definition and use: Use for students who are leaving the United States to return to their home country. A student may be leaving with or without family members to live with his or her family, immediate or extended, in the home country. The citizenship of the student is not relevant in assigning this code. This code can also be used for foreign exchange students. Documentation requirement: Acceptable documentation is a copy of the Transfer Document for Binational Migrant Student completed at the time the student withdraws from school, signed and dated by an authorized campus or district administrator. Acceptable documentation is also a copy of the withdrawal form signed and dated by the parent/guardian or qualified student and a campus or district administrator. The withdrawal form should indicate that the student is leaving school because the student is returning to the home country and should specify the destination. An original signature is not required on withdrawal forms received in the district by fax. Withdrawal forms received by e-mail do not need to be signed by the parent/guardian or qualified student. A signed letter from the parent/guardian or qualified student stating that the student is leaving school because the student is returning to the home country is also acceptable documentation. Acceptable documentation for foreign exchange students includes a written, signed, and dated statement from the student's host family or the foreign student advisor verifying the student's return to his or her home country. Other acceptable documentation is written documentation of an oral statement by an adult neighbor or other adult with knowledge of the family's whereabouts, signed and dated by an authorized campus or district administrator</p>	

88	<p>Student was ordered by a court to attend a GED program and has not earned a GED certificate Definition and use: This code is for students who are court-ordered to attend a GED program and have not earned a GED certificate at any time during the prior school year, including the summer (through August 31) following the close of the prior year. Documentation requirement: Acceptable documentation is a copy of the court order stating that the student has been ordered to attend a high school equivalency or GED program. Documentation must include the name of the student, the date of the order, the name of the judge making the order, and the county in which the judge presides. The order should state that the court is ordering the student to attend a high school equivalency or GED program or to take a high school equivalency or GED exam.</p>
89	<p>Student is incarcerated in a state jail or federal penitentiary as an adult or as a person certified to stand trial as an adult Definition and use: Student is incarcerated in a state jail or federal penitentiary as an adult or as a person certified to stand trial as an adult. Documentation requirement: Acceptable documentation is one of the following: 1) Oral notification from a law enforcement agency, the office of the prosecuting attorney, or the jail or penitentiary, to an authorized representative of the district, that the student is incarcerated. The written statement of the oral notification shall be signed and dated by the authorized representative. 2) Written notification from a law enforcement agency, the office of the prosecuting attorney, or the jail or penitentiary, that the student is incarcerated.</p>
98	<p>Other(reason unknown or not listed above) Definition and use: This code is used for students who are withdrawn by the school district after a period of time because they have quit attending school and their reason for leaving is not known. It is also used for students who withdrew from/left school for reasons not listed above</p>

* PEIMS leaver codes. School leavers coded with this LEAVER-REASON-CODE are not included in the calculation of the dropout rate used for accountability purposes.

Graduates

Schools must enter appropriate leaver codes in their Student Management System for all students who have met all high school graduation requirements at any time during the prior school year, including the summer following the close of the prior year. To graduate, students must satisfy the requirements under 19 TAC, Section 74, Subchapter B. Special education students must satisfy requirements under 19 TAC, Section 89.1070. For GRADUATION-TYPE-CODE, report the code that represents the program with the most stringent requirements that was completed by the student. References to the various Texas State Graduation Requirements are found on the TEA website at <http://www.tea.state.tx.us/curriculum/ugr.html>.

CAMPUS- ID is the campus where the student was enrolled at the time of graduation.

Students who have previously completed all graduation requirements in one school year, but do not pass the exit-level STAAR until the next year, are reported as graduates in the year in which the STAAR test was passed.

Students reported with a LEAVER-REASON-CODE of 01 must also have valid entries for DATE-OF-GRADUATION, and GRADUATION-TYPE-CODE.

Students who complete a GED program are not reported as graduates.

Students who leave during the school year

Students who leave during the school year should have documentation at the time of withdrawal and uploaded in Skyward. Documentation of intent to enroll in a college, a private school, an out-of-state school, another International Leadership of Texas CHARTER SCHOOL school, or a Texas public school must be obtained within 10 days of the last day the student attended school. Attempts should be made to obtain verification of enrollment at the new school.

Students who fail to return in the fall

For students who fail to return the following fall, the school should use the leaver reason code that most appropriately describes the student's whereabouts during the school-start window (from the first instructional day of school through the last Friday in September).

Leaver folders and documentation

Schools are required to maintain leaver documentation and folders for all students in grades 7-12, who withdraw from the school. These folders are subject to audit and are to be available for administrative review. The contents of the folders must be sufficient to support the leaver code assigned to the student. Detailed documentation guidelines are available in TEA's Appendix D, Summary of Leaver Reason and Required Documentation, but are summarized below.

The registrar should be able to produce a copy of the student's transcript, showing sufficient credits, successful completion of STAAR (including testing dates), graduation seal, school official's signature, and date of completion.

The campus PEIMS contact person for leavers and dropouts is responsible for maintaining a leaver folder for all students, other than graduates, who withdraw from the school. Merits of leaver documentation are assessed at the time the documentation is requested or received during a data inquiry investigation. Determination of the acceptability of documentation is made by the professional staff conducting the investigation. The professional staff member should sign and date the documentation to indicate the documentation acceptability.

Once a school meets the documentation standard that supports the leaver reason code used, the school is not required to obtain additional information on the student; however, if the school receives additional information that accurately substantiates the student's current status, the documentation should be filed and the coding adjusted. Documentation can be obtained at any time until the PEIMS Submission 1 re-submission date in early January. Hence, the determination of a document's acceptability, indicated by the professional staff member's signature and date, should be dated prior to the PEIMS Submission 1 re-submission date.

Coding may not be changed after the final PEIMS Submission 1st re-submission date, nor may data be corrected

through the appeals process. If the school makes a mistake in coding, the school owns it.

Dropouts

TEA is required by the Texas Legislature to use the standards of the National Center for Educational Statistics, NCES. These standards require that a student enroll and attend school during the school start window (from the first instructional day through the last Friday in September) in order to avoid being counted as a leaver and possible dropout. The importance of the school start window is demonstrated by the following examples.

- ✓ If a student does not return during the school start window or is not reported with a leaver code indicating a continuance in school, he may be counted as a dropout. Exception: Migrant students reported through International Leadership of Texas CHARTER SCHOOL Migrant Department may return prior to resubmission in early January, if tracked through the federal tracking system.
- ✓ Even if a student returns after the school start window and graduates the same year, he will be counted as a dropout.
- ✓ If a prior year's senior does not graduate during his/her senior year, he/she must enroll during the next year's school start window, or be counted as a dropout.

Campus of Accountability

Leavers are assigned to the campuses that they were attending when they left the Texas public school system. Students referred to a Disciplinary Alternative Education Program (DAEP) or a Juvenile Justice Alternative Education Program (JJAEP) are assigned to a "campus of accountability" based on the campus that referred the student to DAEP or JJAEP. If the student is promoted beyond the terminal grade level of the referring school while attending DAEP or JJAEP, for dropout purposes the student will be attributed to the zoned campus of his/her grade level.

It is important that a campus review the Campus of Accountability roster to determine if there are students listed on the roster who should not be attributed to the campus. If not corrected, the campus will become the campus of accountability for these students.

District Requirements

TEA requires International Leadership of Texas CHARTER SCHOOL to submit leaver records, referred to as "203 records", for students served by the district in grades 7-12 during the prior school year and those students in grades 7- 12 who do not enroll in the district during the school-start window of the current year (from the first day of school through the last Friday in September). A record is not required for grades 7-12 students who were enrolled during the prior year and are enrolled in the school-start

window of the current year. International Leadership of Texas CHARTER SCHOOL is not required to report leavers and movers who were in grades K - 6 during the prior school year.

The chart below indicates the coding required for various prior year and current year student enrollment statuses for grades 7-12.

Enrolled at some point in prior school year	Enrolled in current year within the school-start window	Enrolled on the current year fall as- of date	Enrolled in current year	As-of Status Code	Required reporting
Yes	No	No	No	A	100, 101, 203,* (grades 7-12)
Yes / No	Yes	Yes	Yes	B	100, 101, 110
Yes / No	Yes	No	Yes	C	100, 101
Yes	No	Yes	Yes	D	100,101, 110, 203* (grades 7-12)
Yes	No	No	Yes	E	100, 101, 203* (grades 7-12)
No	No	Yes	Yes	F	100, 101, 110
No	No	No	Yes	G	100, 101

*If the student is a mover, a 203 record is not submitted.

As-Of-Status-Code, when used for PEIMS Submission I, indicates a student's school-start window status and fall as-of date enrollment status for the current year.

As-Of-Status-Codes A, D, and E indicates that the student was enrolled last year but not within the school- start window this year; therefore, a school leaver record is required if the student was in grades 7-12 during the prior year.

As-Of-Status-Codes B, D, and F will be used by TEA to determine the fall as-of date enrollment for each district.

As-Of-Status-Code C is used to notify TEA that a student has been in the district within the school-start window during the current year, but not on the fall as-of date, so a 203 record is not submitted. Students coded with a C may or may not have been enrolled in the district during the prior year. Districts are required to report students who were not prior year students and were not enrolled on the current year fall as-of date. Students coded with a C will not be counted as enrolled students when TEA publishes enrollment counts by district.

TEA Funding or Compliance Audits

The following are some of the problems that are seen during audits:

- Leaver code discrepancies caused by not following Appendix D guidelines
- No administrative signature and/or date of review on documentation
- No documentation to support out-of-state GED codes
- No verification of home school enrollment (parental statement)

Note: If homeschool documentation indicates a name of school or business as the homeschool source, the leaver code should be “81” (Texas private school). If the location of the school or business is outside the state of Texas, the leaver code should be “82” (out of state school).

- Enrollment in or out of Texas with no school or district specified
- No verification of students returning to home country
- No Dropout Recovery Form for students withdrawing with leaver code “98”
- Requests for transcripts/records must be maintained so that the proper PEIMS Leaver Code can be assigned to students who do not show up at the assigned school. These students may have enrolled at a different campus, another Texas district, or in another state
- A procedure must be established to verify the enrollment of students in area private/parochial/open enrollment charter schools since these schools typically do not request records if the student has a copy of the latest report card. A letter in the spring requesting parents to notify the school if students will be attending a non- public school in the fall might be a part of this procedure. Document phone calls to schools requesting verification of the enrollment of former students.
- Leaver records must be kept on campus and available for administrative review and audit purposes for at least five years.
- An appropriate graduate leaver code missing from Status Field in Leaver Code

PREGNANCY RELATED SERVICES (PRS)

PREGNANCY RELATED SERVICES

Program Contact and Accountability

Mary Albritton, Executive Director of Counseling malbritton@iltexas.org

Responsibility

STAFF	RESPONSIBILITY
PRs School Counselor	Works with campus to ensure assignment of certified Compensatory Education Home Instruction (CEHI) Teachers. Collaborates with Principal, AP, School Nurse, Attendance Clerk, and PEIMS regarding PRS services requirements as mandated by TEA and PEIMS coding as mandated by Federal and State Compliance. Provides program information to students, parents, and/or educators as requested. Trains and supports the PRS School Counselor, School Nurse, and/or school contact person with information and resources that will assist them to ensure pregnant students adjust and remain in school during pregnancy and postpartum periods. Monitors campus-entered PRS data. Ensures students are provided follow-up and support after delivery and during transition back to campus. Intervenes as needed in order to address measures necessary to prevent drop out. Maintains list and updates of all PRS students served on campus.
School Nurse	Attends PRS student meetings and collaborates with PRS School Counselor to ensure students are receiving support needed.
PRs Child Care	PRs School Counselor will provide assistance to students for identification and location of quality childcare services. Assists with timely completion of required documentation for federally funded childcare programs in order to
School Data Clerk	Maintains accurate records for PEIMS attendance reporting for PRS students including PRS and CEHI entry date, exit date, and assures that data is current and available for audit.

PEIMS	Ensures adherence to federal and state guidelines in the PRS program, serves as liaison between federal and state agencies and the PRS staff, keeps PRS staff informed of any updates and/or changes within the guidelines, provides monitoring and conducts reviews of the PRS program and provides staff with PEIMS and local reports.
School Principal	Ensures that a description of the PRS program is included in the campus improvement plan, school staff complies with the guidelines of the PRS program, ensures CEHI teachers are provided, provides support to PRS staff that provide home instruction, and ensures that reports from the Texas Education Agency (TEA) reflect actual Public Education Information Management Systems (PEIMS) data, as compared to locally produced reports for reasonableness and accuracy.
Classroom Teachers	<p>Refer pregnant students to school counselors.</p> <ul style="list-style-type: none"> · For entry into program · For excessive absences <p>Maintains a close working relationship with the PRS School Counselor and other school staff. Consults regularly with the CEHI Teachers in person or by email. Provides information, assignments, or other requirements to CEHI teachers in a timely manner for students receiving home instruction.</p>
Compensatory Education Home Instruction (CEHI) Teachers	Provide Compensatory Education Home Instruction (CEHI) to assigned students, maintain logs of students served, report weekly attendance, collaborate with school staff and home to ensure coordination of services, provide attendance personnel with names and coding information of students who are being served in the PRS program. Responsible for ensuring that attendance personnel are aware of changes related to student's services and effective dates of such changes, and assist with maintaining documentation for audit. Provide the PRS School Counselor with the original exit log within five days after CEHI is completed.
School Attendance Clerk	Responsible for entering changes in the detailed student attendance accounting system.

Data Component

Pregnancy Related Services (PRS) are Support Services including Compensatory Education Home Instruction (CEHI) the pregnant student receives to help her adjust academically, mentally and physically stay in school. These services are delivered to the student when:

- the student is pregnant and attending classes on a district/charter school campus;
- the pregnancy prenatal period prevents the student from attending classes on a district campus; and
- the pregnancy postpartum period prevents the student from attending classes on a district campus.

The district may choose to offer both Support Services components and the CEHI component or only the CEHI component in a PRS Program. However, a district may not code any student as PRS in the attendance accounting system unless CEHI is included as one of the services provided by the district's PRS program.

The district receives 2.41 PRS weighted funding while PRS components are being provided to the student during the prenatal and/or postpartum periods.

Documentation by responsible campus officials and medical or nurse practitioners and maintaining certified teacher logs are required to claim PRS eligible days present for funding. (Section 7)

Compensatory Education Home Instruction (CEHI) is the mandatory support service component districts offer in a PRS program. CEHI provides academic services to the student at home or hospital when a valid medical necessity for confinement during the pregnancy, prenatal, or postpartum periods that prevents the student from attending classes on a district campus. CEHI must consist of face-to-face contact with a certified teacher of the district providing academic services to the student. Substitutes can be utilized to provide CEHI; however, the individual selected as the substitute must be a certified teacher. The certified teacher maintains a log to document the actual amount of prenatal and postpartum PRS CEHI each student receives. When students are provided CEHI, the district will continue to receive the 2.41 PRS weighted funding (i.e., students should continue to be coded in the attendance accounting system as receiving PRS while being served at home). Students who do not come to school and who do not receive CEHI and/or SPED Homebound must be counted absent in accordance with the Charts provided in this chapter.

Districts may not code students as PRS in the attendance accounting system in order to receive 2.41 PRS weighted funding unless CEHI is included as one of the services provided by the district's PRS Program. (for exceptions, see 9-19.12, Example 12 and 9.19.13 Example 13)

Support Services are the optional components of a PRS program that may be provided to the student during the prenatal period of the pregnancy while the student is pregnant and attending school. In addition, Support Services may be provided during the prenatal or postpartum periods of pregnancy while the student is confined at home or hospital bedside for a valid medical necessity or recovering from delivery and being served with PRS CEHI. In all cases, Support Services are provided to support the student and should not interfere with the academic services while she is on the

school campus or receiving CEHI at home or hospital bedside. Districts offering support services with CEHI may code students as PRS in the attendance accounting system in order to receive the

2.41 PRS weighted funding beginning on the date support services are provided to pregnant students. Examples of Support Services that a district may choose to offer are:

1. Counseling services including the initial session when the student discloses the pregnancy;
2. Health services including services from the school nurse and certified athletic trainer;
3. Transportation for the student and/or the student's children to school, child care facility, community services, health services, etc;
4. Instruction (inside or outside the classroom) related to parenting knowledge and skills, including child development, home and family living, and appropriate job readiness training;
5. Child care for the student's child(ren);
6. Schedule modifications (See 9.18 Quality control); and
7. Case management and service coordination (assistance in obtaining services from government agencies and community service organizations).

Prenatal CEHI

- Regular education students without a need for special education or related services cannot be referred to special education for instructional services on the basis of being pregnant. Regular education students who must be confined to the home or hospital bedside for pregnancy related issues are to be provided CEHI and other PRS components through the PRS Program.
- Students who are eligible for and receiving special education and related services and who are pregnant must be served collaboratively through both special education and the PRS programs. Special education eligibility and services do not change solely due to the student becoming pregnant including the need to hold ARD meetings attended by both PRS and special education staff to address the collaborative service. (See 4-14)
- On Campus PRS Services: A student that is pregnant may be served with PRS Support Service while she is pregnant and attending classes. Districts that serve prenatal students on campus with PRS Support Services receive the 2.41 PRS weighted funding (i.e., student should continue to be coded in the attendance accounting system as receiving PRS while being served on campus). (See introduction)

Prenatal Confinement

- A student that is pregnant can be served at home or the hospital bedside when the pregnancy prenatal period

prevents the student from attending classes. Districts that serve students during a prenatal confinement with PRS CEHI receive the 2.41 PRS weighted funding (i.e., student should continue to be coded in the attendance accounting system as receiving PRS while being at home).

- In all instances, the CEHI component of the PRS Program must be provided to the student during the prenatal confinement to receive the funding. (see Introduction)
- Providing the PRS support services during prenatal confinement is optional but may be necessary for the mental or physical health of the student to ensure that the student does not drop out of school.
- Documentation for each event of prenatal confinement must be obtained from a medical or nurse practitioner licensed to practice in the United States to document that a *medical necessity for confinement* has been determined to exist.

A medical release from a medical or nurse practitioner licensed to practice in the United States must be obtained to allow a prenatal student confined to the home or hospital bedside to return to campus **for any reason**.

1. There is no limit to the length of each event or the number of events a student can be provided when CEHI services are necessary during the pregnancy prenatal period. The length and number of times the student is placed on prenatal confinement CEHI services is dependent on the medical or nurse practitioner's documentation for confinement and release.
2. Students who do not come to school and who do not receive CEHI (and or /SPED Homebound if SPED) must be counted absent in accordance with the Charts provided in this chapter.

Postpartum Confinement

A student who delivered a live, aborted, or stillborn baby; suffered a miscarriage or death of a newborn; or placed her baby up for adoption can be served, beginning on the day of or day after delivery, for up to 6 consecutive weeks (weeks 1–6) at home or the hospital bedside with **6-week postpartum confinement or break-in-service postpartum confinement** services when the pregnancy postpartum period prevents the student from attending classes. Postpartum confinement can be extended for 4 weeks (weeks 7–10). However, under no circumstances will a student remain eligible for PRS postpartum confinement beginning on the first day of the eleventh week from the beginning date for the district (day of delivery or the day after delivery [see **Beginning and Ending Postpartum Confinement**]).

A responsible campus official must record, at the district, the date a student's pregnancy ended (e.g., the date of delivery).

Note that a student in the postpartum period of pregnancy is no longer eligible for the additional 2.41 weighted allotment under the PRS program when she returns to her regular service at a school or campus (exception: break-in-service postpartum confinement option)

Beginning and Ending Postpartum Confinement

The beginning date for services is the day after delivery and the district must:

1. Consistently use the day after delivery for all students throughout the school year; and
2. Not alternate between the beginning date options.

Six-Week Postpartum Confinement is six consecutive weeks in length, beginning on the district beginning date (day of or day after delivery) and ending on the last day of week 6 from the beginning date for the district.

Extended Postpartum Confinement is four consecutive weeks in length, beginning on the first day of week seven and ending on the last day of week 10 from the beginning date for the district (day of or day after delivery).

Break-in-Service Confinement

A student may divide the 10 weeks of PRS postpartum confinement into two periods in instances in which the infant remains hospitalized after delivery. This option is known as break-in-service confinement. It allows the student to use the first period of the postpartum confinement to recover from delivery (student recovery period). After the student is recovered, the student returns to school and saves the remainder of her eligible postpartum confinement time. When the baby is released from the hospital, the student goes back on postpartum confinement (baby recovery period) using the second period of postpartum confinement to care for her baby.

The maximum postpartum confinement (student recovery and baby recovery periods) must not exceed 10 weeks. All provisions for postpartum confinement and extended postpartum confinement must be met when using the break-in-service postpartum confinement option

Enrollment Procedures

Any school age female may be enrolled in the PRS Program if they are eligible for Average Daily Attendance (ADA) and in the prenatal or postpartum periods of pregnancy. (see 9.7 Regular Education, special Education and PRS)

- The student's eligibility to receive PRS is verified by either:
 - A responsible campus official;
 - A medical or nurse practitioner or nurse midwife licensed to practice in the United States.

The date the student begins receiving PRS services is considered the entrance date (enrollment) into the PRS program.

Withdrawal Procedures

A student is no longer eligible and must be withdrawn from the PRS program on either of the following, whichever comes first:

- The date PRS stopped and the student no longer receives services through the PRS program;
- The date during the postpartum period when the student returns early after delivery to attend her regular classes on a school campus;
- The date during the pregnancy postpartum period when no postpartum extension of services was authorized by a medical practitioner and the student reached the first day of the seventh week after delivery;

- The date during the pregnancy postpartum period when a postpartum extension was authorized by a medical practitioner and the student reaches the first day of the eleventh week after delivery;
- The date it is determined that the student was never pregnant. In this case, all coding for this student must be removed from the system even if the district provided the student with any support services through PRS.

Eligibility and Attendance

Any school age **female** student who is in the prenatal or postpartum period of pregnancy is eligible for **services** under the PRS Program. This includes students who are pregnant and/or deliver a live, aborted, or stillborn baby, suffer a miscarriage, or place the baby up for adoption.

Eligibility for PRS ends for the student in the postpartum period of pregnancy upon the student's return to her regular service or a school campus or the first day of the eleventh week.

When a student in the pregnancy prenatal period is attending regular classes and receiving PRS Support Services, the student is PRS eligible and will generate the additional 2.41 PRS funding allotment.

When a student confined to the home in the prenatal or postpartum periods of pregnancy is receiving PRS CEHI (a required service of the PRS program), the student will remain eligible and continue to generate the additional 2.41 PRS funding allotment.

After a student has delivered and immediately before beginning CEHI a student is to be counted absent until the CEHI services begin with a certified teacher.

During the prenatal and/or postpartum periods of pregnancy attendance is taken on a weekly basis; Monday through Friday. A student is to be marked **absent for the entire week** if CEHI is not provided for a minimum of two hours in a week time-frame (or if the student does not come to school).

A student is to be counted present for:

- 2 days for 2 hours of instruction,
- 3 days for 3 hours of instruction,
- 4 or 5 days (entire week) for 4 hours of instruction.

Documentation

In order to claim PRS eligible days present for funding, documentation must be complete. All documentation supporting student eligibility must be on file for every student accumulating eligible PRS days present in the Student Detail Report. The documentation requirements are as follows.

- PRS and District and Campus Improvement Plans

Description of the PRS program and the services offered under the program in the district and campus improvement plan. District and Campus Improvement Plans must:

1. Include a description of the district's PRS program
 2. Describe the specific services available to the student; and
 3. Summarize the use of the compensatory education allotment for PRS in the strategies when the PRS Program is utilized to serve prenatal and postpartum students.
- Intake documentation recording date of initial contact with student regarding pregnancy.
 - Affirmation (by a responsible campus official, a medical practitioner or nurse midwife licensed to practice in the United States, or a nurse practitioner) verifying the student's pregnancy which validates her eligibility to receive PRS.
 - Certified teacher's log to include among other information: name of teacher, student ID numbers, actual time per visit (e.g. 10 a.m. until 12 p.m.), an adult signature obtained at each visit must be completed and on file in the student's folder. This applies to both prenatal and postpartum periods.
 - Attendance documentation.
 - For each student whose postpartum period was extended documentation from a medical practitioner licensed to practice in the United States verifying that the student was anticipated to be confined for an additional period of up to four calendar weeks.
 - Documentation of the date when the student's pregnancy ended (e.g., date of delivery).
 - A note from a medical practitioner must be obtained which requires the student to remain at home or in the hospital during the prenatal period.
 - CEHI services can be only offered to students who are enrolled and reside within the International Leadership of Texas CHARTER SCHOOL boundaries.
 - A copy of the ARD/IEP including modifications, for each special education student receiving CEHI.

Exception: Only students who have tuition waiver will be served during the CEHI period, if they are living out of district during this period.

- In the event that CEHI is offered but not provided to student, written documentation must be maintained to explain why the student was not provided CEHI.

- The principal or superintendent affirms the propriety of student eligibility when affidavits are signed.

Quality Control

District personnel should identify a student as receiving PRS in the attendance accounting system as soon as services under the PRS program begin. All documentation must be obtained expeditiously and retained for audit purposes so that eligibility requirements are met.

When serving a pregnant SPED student, maintain the SPED and PRS records in the same file (e.g. Change of placement ARD proceedings).

During the prenatal period, a student should no longer be identified as receiving PRS if, for any reason, the services stop.

During the postpartum period, a student should no longer be identified as receiving PRS when the student returns to her regular service at her campus or at the end of the allowable postpartum period, whichever comes first.

At the beginning of each school year and at the end of each 6-week reporting period, the appropriate PRS program staff should verify the Student Detail Report to ensure that initial coding of PRS students is correct. All coding for remaining students who have not delivered should be “turned off” on the day after the last day of the school year. The coding should resume on re-entry in the fall if the student has not delivered.

Schedule modifications are an eligible service under the PRS program; however, these modifications must adhere to general attendance rules in order for PRS students to remain eligible for ADA. These requirements include attendance for at least two hours but fewer than 4 hours each day to be eligible for half-day ADA or at least four hours each day to be eligible for full-day ADA.

No student can be coded PRS unless CEHI is provided by your district. In the event that CEHI is offered but not provided to a student, your district must maintain documentation explaining why the student was not provided CEHI.

Monitor to assure that CTE funding is overridden during the CEHI period.

SPECIAL EDUCATION

SPECIAL EDUCATION PROGRAM

The following information is provided to support the International Leadership of Texas Charter School Data Quality Initiative and to report accurate and reasonable data for Special Education and related services. The Office of Special Education Services strives to ensure that district and campus personnel providing service to students with disabilities understand the PEIMS data collection process and how it affects funding. Campus accountability and compliance issues are reviewed to address the accuracy of data entries and the integrity of decision makers.

Program Contact and Accountability

Shannon Urbina, Executive Director of Special Education, surbina@iltexas.org

Education Programs, the student’s eligibility folder shall be the primary source for compliance documentation. This highlights the importance of keeping all aspects of the student’s eligibility folder current, including the Record of Communications, Folder Access Sheet, Receipt of Procedural Safeguards, all ARD Committee documents, all FIE and eligibility documents, Confidential Student Reports of student assessment outcomes, Home Language Survey, referral documentation, and other required documentation. For more information, contact the Special Education Executive Director.

Standard Procedures for Data Collection Responsibility

Campus principals shall designate a certified Educational Diagnostician on campus to address all questions regarding data entry coding for services to students with disabilities. State and Federal guidelines for eligibility, timelines and service requirements provided by the Texas Education Agency (TEA) and the Office of Special Education Programs (OSEP) should be followed to maintain data quality.

Special Education Administrators have the responsibility to routinely monitor the accuracy and completeness of data input for PEIMS reporting for each campus. Campus data reports may be printed from the Student Information System (SIS) and reviewed by the **Special Education Administrators** every six weeks. The reports should be reviewed within shorter time spans during targeted funding periods, such as the October Snapshot date or the last day of the spring instructional period.

Special Education Administrators under the direction of the Special Education Director should support the efforts to ensure accurate data input at the campus level for special education service.

The designated Campus Data Input Representative (ie. the Diagnostician or Speech Language Pathologist) should review special education data for accuracy weekly to ensure that required timelines for evaluation and ARD/IEP data are up-to-date.

Eligibility Requirement or Mandated Procedures and Processes

Enrollment and eligibility requirements for special education services may be reviewed in Section IV of the *TEA Student Attendance Accounting Handbook (SAAH)*. Enrollment and eligibility requirements are clearly described in a number of examples that may occur at the campus. This handbook may be searched and downloaded from the TEA website. Access the *Student Attendance Accounting Handbook* to review the most recent handbook.

Documentation and Quality Control Required to Support Coding

Documentation must be completed to meet timelines and an Admission, Review and Dismissal (ARD) meeting must be held to determine eligibility for special education services. Referencing the *TEA Student Attendance Accounting Handbook (SAAH)*, documentation and quality control issues are addressed at the end of each program section. Complete documentation for eligibility applies to students, age three (3) needing special education services and entering INTERNATIONAL LEADERSHIP OF TEXAS CHARTER SCHOOL for the first time. The following examples of statements for documentation are given:

In order to claim special education contact hours for funding, documentation must be complete. All documentation supporting student eligibility must be on file for every student accumulating special education eligible days present and/or every student reflecting a speech therapy indicator code and locator code on the Student Detail Report. Documentation requirements are as follows:

(7-1) Documentation to support the ARD committee findings and a copy of the IEP must be maintained in the student's eligibility folder held at the campus and within e-documents in eStar and Skyward. These records must be uploaded to Skyward within 2 school days of the meeting and the PEIMS Data Specialist notified of the upload.

(7-2) Documentation to support the amount of time teachers served students in the homebound instructional arrangement/setting each week should be retained.

The following TEA examples of statements for Quality Control are:

(8-1) A student should be coded with the appropriate special education codes as soon as all documentation is in order and the student is receiving services.

(8-2) As soon as the student has been dismissed from special education, as documented by the ARD committee, the student should be withdrawn from special education in the attendance accounting system.

(8-3) At the beginning of each school year, the appropriate special education staff should verify the student Detail Reports to ensure initial coding is correct and agrees with the IEP.

For a complete review of documentation and quality control statements download and review Section IV Special Education of the TEA SAAH.

Admission, Review, and Dismissal Meeting and Assessment Procedures

Admission, Review, and Dismissal meetings and assessments must be completed within the appropriate timelines to generate contact hours and funding for special education services. Campuses are informed to carefully and regularly review the ARD and assessment dates of all students eligible and receiving special education services to address timelines. ARDs and assessments must be current for students with disabilities so that the district can acquire the state funding allocated for the special education services.

An ARD meeting must be held annually within 12 months to be considered current. An assessment or reevaluation that determines eligibility for services must be completed within a three year interval. If an ARD date or an assessment date is out of its timeline, funding must be stopped on the Student Information System (SIS) and reinstated upon completion of the service.

If an ARD or assessment is not updated by the close of school in May, immediate steps must be taken to ensure that all ARDs and re-evaluations are made current and the correct coding re-entered on the student system. Coding must accurately reflect services at all times during the school year.

Campus Principals and Special Education support staff should ensure all ARD meetings and re- evaluations are held within the legal timeframe for students with disabilities on each campus.

Special Education Audit Preparation

Special Education Staff at the campus level input critical data into the Student Management System. Entered data translate into funding for the school district and provide other key data to the state through PEIMS. It is the responsibility of the campus principal to ensure that all data submitted via PEIMS is reasonable and accurate. The data submitted via PEIMS can either trigger or be a component of an audit by the Texas Education Agency. Key data considerations appear below:

- **Instructional Setting Code** – Each student eligible for special education and related services must have an Instructional Setting code which accurately represents the extent to which the student receives special education services. There is always just one Instructional Setting code which is appropriate for the student’s set of services – there are no situations in which two or more codes may be appropriate. Assigning an Instructional Setting code must be done in compliance with the definitions of each Instructional Setting found in the *Student Attendance Accounting Handbook* and ARD/IEP decisions.
- **Eligibility Codes** – These were previously known as “Handicapping Conditions.” These codes specify the student’s area(s) of eligibility as determined by an appropriate evaluation and the Admission, Review, or Dismissal (ARD) Committee.
- **Annual ARD Date** – This is the date of the most recent full ARD which addresses up to one year’s Individualized Education Program for the student.
- **Full and Individual Education (FIE) Date** – This is the date of the most recent eligibility evaluation for the student. If the ARD Committee has chosen to continue eligibility by review of existing evaluation data (REED), then the date of that REED is used as the FIE Date.

- **Disability Funding Code/Effective Date** – This is the funding date the student is identified as having an IDEA eligible disability. This is also the date the IDEA disability is removed when the student is dismissed from service.
- **Instructional Setting Code/Effective Date** – This is the funding date during the current school year that the student first received special education services for the disability in compliance with a current ARD and FIE. If the student’s ARD and/or FIE is/are out-of-date, then Effective Date is listed to show no instructional setting (00) until such time that both the ARD and evaluation are in compliance.
- **Speech Therapy Code/Effective Date** – Speech funding codes, 0, 1, or 2 apply when the student is identified with Speech Impairment as a disability. See instructions for Instructional Setting Code/Effective Date above.
- **Preschool Program for Children with Disabilities (PPCD)-Effective Date** – The PPCD funding indicator is selected for students ages three – five only who have an eligible IDEA disability and are receiving special education services.

To facilitate the accuracy of Special Education data, a PEIMS data sheet should be completed at each ARD meeting including initial ARD meetings, transfer/temporary meetings, and annual reviews.

In the event of an audit by the Texas Education Agency or the U. S. Department of Education Office of Special Education Programs, the student’s eligibility folder shall be the primary source for compliance documentation. This highlights the importance of keeping all aspects of the student’s eligibility folder current, including the Record of Communications, Folder Access Sheet, Receipt of Procedural Safeguards, all ARD Committee documents, all FIE and eligibility documents, Confidential Student Reports of student assessment outcomes, Home Language Survey, referral documentation, and other required documentation. For more information, contact the Special Education Director.

504 PROGRAM

The following information is provided to support the International Leadership of Texas Charter School Data Quality Initiative and to report accurate and reasonable data for 504 and related services. The Office of Student Services

strives to ensure that district and campus personnel providing service to students with disabilities understand the PEIMS data collection process and how it affects funding. Campus accountability and compliance issues are reviewed to address the accuracy of data entries and the integrity of decision makers.

Program Contact and Accountability

Mary Albritton; Executive Director of Counseling malbritton@iltexas.org

504 Records

According to the Office of Civil Rights (OCR):

Section 504 is a federal law designed to protect the rights of individuals with disabilities in programs and activities that receive Federal financial assistance from the U.S. Department of Education (ED). Section 504 provides: "No otherwise qualified individual with a disability in the United States . . . shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance"

(<http://www2.ed.gov/about/offices/list/ocr/504faq.html>)

- The Special Populations Department will maintain the official 504 Records and all updates once received from the 504 Campus Coordinator. Another copy of the 504 Record and updates must be maintained on the campus.
- It is the responsibility of the Campus PEIMS Clerk to input the 504 Records based upon documentation received by the 504 Campus Coordinator. Without exception, Campus PEIMS Clerks MUST receive written documentation for ALL student entries before any 504 updates can take place in the Student Management System.
- The 504 Coordinator will need to maintain a working copy of 504 Record to verify that students have been coded correctly within the Student Management System.
- 504 Records need to be input into the Special Populations Data Management Program and Skyward and updated within 2 school days of the 504 meeting.
- The 504 Campus Coordinator will need to verify all 504 Record entries within 5 school days following Snapshot, at the beginning the second semester, and at year end.

To facilitate the accuracy of 504 data entered in PEIMS, a PEIMS data sheet should be completed at each 504 meeting conducted.

TITLE I

TITLE I, PART A RESPONSIBILITY

Program Contact and Accountability

Krystal Lovato, Executive Director of Federal Programs, KLovato@ILTexas.org

Definition

The Title I Campus Contact Person must provide personnel with names and coding information of students who are being served in the program. In no case should data entry/clerical personnel be responsible for determining whether a student is Title I eligible.

Principals must ensure that reports from the Texas Education Agency (TEA), which reflect actual Public Education Information Management System (PEIMS) data, are compared to campus reports for reasonableness and accuracy.

Title I, Part A, Schoolwide and Targeted Assistance Programs

Title I, Part A, schools have either **school wide or targeted assistance** programs. A **school wide program** permits a school to use funds from Title I, Part A, and other federal education program funds and resources to upgrade the **entire educational program of the school** in order to raise academic achievement for **all** the students. A Title I, Part A, **targeted assistance program** uses funds **only** for supplementary educational services for **low-income students** who are failing or at risk of failing to meet state standards. **All campuses within are part of a school wide program and, therefore, all students within campuses are to be labeled Title I, Part A.**

Data Components

All students enrolled on a Title I, Part A, schoolwide campus must have a Title I, Part A Student Data record also referred to as a **461** record.

Schoolwide Campus

The only data elements that are to be completed for the PEIMS Fall submission for Title I, Part A, schoolwide campus students are:

- INPUT-RECORD-TYPE-CODE (the record type code is 461)
- DISTRICT-ID (the district ID is 057848)
- STUDENT-ID (the student ID generated by the Student Management System at the time of enrollment or should be provided from transferring campus if a student is coming from a campus within the state of Texas)
- CAMPUS-ID-OF-ENROLLMENT (The campus ID of enrollment is the district ID and the campus

number.)

- TITLE-1-PART-A-INDICATOR-CODE (The indicator code is “6” for Title I, Part A, school wide campuses. A “6” was pre-coded for the returning students and indicates that the student attended a Title I, Part A, school wide campus the prior school year.)

Eligibility Requirements

Section 1113 of No Child Left Behind (Public Law 107-110) contains the requirements for identifying eligible school attendance areas and selecting the eligible areas that will participate in the Title I, Part A, program. A school district may use Title I, Part A, funds only in eligible school attendance areas.

A school district must use the same measure of poverty uniformly throughout the district to:

- Identify eligible school attendance areas;
- Determine the ranking of each area; and
- Determine the allocation for each area.

The school district must select a poverty measure from the following options:

- The number of children ages 5 to 17 in poverty as counted by most recent census data approved by the Secretary [in this case, the 2010 Census];
- The number of children eligible to receive free or reduced-price lunch under the Richard B. Russell National School Lunch Act;
- The number of children in families receiving assistance under the Temporary Assistance for Needy Families (TANF) program;
- The number of children eligible to receive medical assistance under Medicaid program; or
- A composite of any of the above indicators.

Of the four measures of poverty that the statute permits a school district to use for identifying eligible school attendance areas and allocating funds, eligibility for free or reduced-price lunch is the measure most frequently used.

STUDENT HEALTH

HEALTH INFORMATION

DRUG-FREE SCHOOL

ILTexas is a drug-free environment. All students are prohibited from the possession, use, sale, distribution, transmittal; or attempt to possess, use, sell, distribute, transmit; or being under the influence of a controlled substance or dangerous drug (as defined by law) or alcohol or any alcoholic beverage, or any volatile chemical substance, or any intoxicant or behavior-altering drug on school premises or off school premises at a school-related activity, function, or event. In accordance with the Student Code of Conduct, students may be disciplined for any alcohol and drug related offenses. All individuals will be referred to appropriate law enforcement officials for criminal prosecution.

TOBACCO-FREE SCHOOL NOTICE

Smoking (including electronic cigarettes, cigars, and pipes) and using tobacco products is prohibited in school buildings, vehicles, or on or near school property, or at school-related or school-sanctioned events off school property. Students may not possess tobacco products at any of the locations or activities listed above. Student violators are subject to possible prosecution, as allowed by law, as well as the disciplinary terms of the Student Code of Conduct.

ASBESTOS MANAGEMENT PLAN

All school facilities have been inspected for asbestos by a licensed Asbestos Hazard Emergency Response Act (“AHERA”) inspector. An Asbestos Management Plan has been created for each ILTexas campus in accordance with federal regulations. Parents may view the Asbestos Management Plan by contacting the Principal. Copies of the management plan are also available at a reasonable charge.

BACTERIAL MENINGITIS INFORMATION

State law requires ILTexas to provide the following information: What is bacterial Meningitis?

Meningitis is an inflammation of the membranes that surround the brain and spinal cord. Meningitis can be caused by viruses, parasites, fungi and bacteria. Viral meningitis is common and most people recover fully. Parasitic and fungal meningitis are very rare. However, bacterial meningitis is very serious and may involve complicated medical, surgical, pharmaceutical and life support management.

What are the symptoms of bacterial meningitis?

Someone with meningitis will become very ill. The illness may develop over one or two days, but it can also rapidly progress in a matter of hours. Not everyone with meningitis will have the same symptoms. Children (over two years old) and adults with bacterial meningitis commonly have a severe headache, high fever, and neck stiffness. Other symptoms might include nausea, vomiting, seizures, discomfort looking into bright lights, confusion and sleepiness and lethargy. In both children and adults, there may be a rash of tiny, red-purple spots or purple patches on the skin. These can occur anywhere on the body. The more symptoms, the higher the risk, so when these symptoms appear seek immediate medical attention.

The diagnosis of bacterial meningitis is based on a combination of symptoms and laboratory results. How serious is bacterial meningitis?

Bacterial meningitis is a serious, potentially deadly disease that can progress extremely fast. If it is diagnosed early

and treated promptly, the majority of people make a complete recovery. However, in some cases it can be fatal or a person may be left with permanent severe health problems or disability. How is bacterial meningitis spread?

Fortunately, none of the bacteria that cause meningitis are as contagious as diseases like the common cold or the flu, and they are not spread by casual contact or by simply breathing the air where a person with meningitis has been. They are spread when people exchange saliva (such as by kissing, or by sharing drinking containers, food, utensils, cigarettes, toothbrushes, etc.) or come in contact with respiratory or throat secretions (such as by coughing or sneezing).

The germ does not cause meningitis in most people. Instead, most people become carriers of the germ for days, weeks, or even months. The bacteria rarely overcome the body's immune system and cause meningitis or another serious illness. How can bacterial meningitis be prevented?

Maintaining healthy habits, like getting plenty of rest, can help prevent infection. Using good health practices such as covering your mouth and nose when coughing and sneezing and washing your hands frequently with soap and water can also help stop the spread of the bacteria. It's a good idea not to share food, drinks, utensils, toothbrushes, or cigarettes. Limit the number of persons you kiss.

There are vaccines available to offer protection from some of the bacteria that can cause bacterial meningitis.* The vaccines are safe and effective (85–90 percent). They can cause mild side effects, such as redness and pain at the injection site lasting up to two days. Immunity develops within seven to ten days after the vaccine is given and lasts for from three to five years.

* Please note that the Texas Department of State Health Services (“TDSHS”) requires at least one meningococcal vaccination for grades 7 through 12, and state guidelines recommend this vaccination be administered between age 11 and 12, with a booster dose at 16 years of age. Also note that entering college students must show, with limited exception, evidence of receiving a bacterial meningitis

vaccination within the five-year period prior to enrolling in and taking courses at an institution of higher education. Please see the school nurse for more information, as this may affect a student who wishes to enroll in a dual credit course taken off campus.

What should you do if you think you or a friend might have bacterial meningitis? You should seek prompt medical attention.

Where can you get more information?

Your family doctor and the staff at your local or regional health department office are excellent sources for information on all communicable diseases. You may also call your local health department or Regional Texas Department of Health office to ask about meningococcal vaccine. Additional information may also be found at the web sites for the Centers for Disease Control and Prevention: www.cdc.gov and the Texas Department of State Health Services (“DSHS”): <https://www.dshs.tx.us/idcu/disease/meningitis/>.

DISPENSING OF PRESCRIPTION MEDICATIONS AT SCHOOL

International Leadership of Texas recognizes medication orders provided by health-care professionals (MD, DO, DDS, APN, PA, etc.) that are licensed by the State of Texas and have authority to write prescriptions.

Medication must be filled by a pharmacist licensed by the State of Texas. In accordance with the Texas Board of Nursing, Nurse Practice Act, ILTexas will not administer medications prescribed or fulfilled in Mexico.

All prescriptions MUST be in the ORIGINAL and be properly labeled container. Prescription labels must include the student's name, name of medication, date filled, dosage, how the medication is administered, time/or frequency to give the medication, and physician's name printed on the bottle. All prescriptions shall be accompanied by a "Permission to Administer" form and signed by the parent. It must state the instructions as the prescription label and must and include the parent's daytime phone numbers.

Permission forms are available through the clinic and are active for one school year. If a prescription changes, the parent/guardian must complete a new permission form.

- * Parents should deliver medications to the clinic or nurse's office for their children. Please do not send medications to school with the student.
- * Paperwork must be completed and signed by the parent/guardian and prescribing physician.
- * Students K-5 should NEVER have any medications in the backpacks, purses, or on themselves.
- * Medication will be secured, stored and administered only in the nurse's office.

DISPENSING OF OVER-THE-COUNTER (OTC)/NON-PRESCRIPTION MEDICATIONS AT SCHOOL

International Leadership of Texas does not provide OTC (Over-the-counter) or prescription medication for students. Medication packaged as a physician's sample or OTC must be provided by the parent/guardian and accompanied by a written, signed prescription by the doctor, including all information listed above. Prescription and OTC medications will only be given if the parent's and physician's current phone numbers are on file in the nurse's office.

Non-prescription medication must be provided by the parent or guardian labeled with the student's name and in the original manufacturer's container. OTC medications will be kept in the nurse's office ONLY if a medication administration form signed by the physician is provided.

NO aspirin will be given to students. Herbal, experimental, trial or medications not approved by the FDA will not be administered to students, unless the medication is required by the student's Individualized Education Program ("IEP") or Section 504 plan for a student with disabilities.

The nurse keeps no medications of any kind in stock.

Any student found taking medication or giving medication to another student will be subject to school disciplinary action.

ASTHMA AND ANAPHYLAXIS MEDICATIONS

Asthma and anaphylaxis are life-threatening conditions, and students with those conditions are entitled to possess and self-administer prescription medication while on school property or at school-related events. Student possession and self-administration of asthma or anaphylaxis medication at school requires the

student to demonstrate his or her ability to self-administer the medication to the student's physician or other licensed

health care provider and the school nurse, if available. Requirements also include written authorization from the student's parent and physician or other licensed health care provider on file in the school office indicating the student is capable of independently administering his or her own asthma or emergency anaphylaxis medication. Medication in a student's possession must be in an original container with a prescription label. Please note that most pharmacies will place a label on the inhaler device upon request.

SEVERE ALLERGIC REACTION

It is the responsibility of the parents to ensure that the nurse is aware of any student's hypersensitivities to food/environment/insects. An Allergy Action Plan is advised for any student with a known history of anaphylactic reaction and is available from the school nurse. Students requiring medication for the treatment of an allergic reaction (Examples of medication include Benadryl in a lotion or pill form, Epipen, or topical creams) must have a signed Allergy Action Plan and a "Permission to Administer" form on file in the nurse's clinic.

COMMUNICABLE DISEASES

To protect other students from contagious illnesses, students infected with certain diseases are not allowed to come to school while contagious. Parents of students with a communicable or contagious disease should notify the Campus Principal or designee so that other students who might have been exposed to the disease can be alerted. School authorities will report those students who are suspected of having a reportable condition. A list of reportable conditions can be found on the DSHS website: <http://www.dshs.state.tx.us/idcu/investigation/conditions/>.

Any student excluded from school attendance for reason of communicable disease may be readmitted by one or more of the following methods, as determined by the local health authority:

- * Certificate of the attending physician, advanced practice nurse, or physician assistant attesting that the child does not currently have signs or symptoms of a communicable disease or to the disease's non-infectiousness in a school setting;
- * Submitting a permit for readmission issued by a local health authority; or
- * Meeting readmission criteria as established by the commissioner of health.

IMMUNIZATIONS

The State of Texas requires that every child in the state be immunized against vaccine preventable diseases caused by infectious agents in accordance with an established immunization schedule.

To determine the specific number of doses that are required for your student, please read "2015–2016 Texas Minimum State Vaccine Requirements for Students Grades K–12." For specific immunization requirements, please visit the Texas Department of State Health Services website at <http://www.dshs.state.tx.us/immunize/school/>.

Proof of immunization may be personal records from a licensed physician or public health clinic with a signature or rubber-stamp validation.

Provisional Enrollment

A student can be enrolled provisionally for no more than 30 days if her or she transfers from one Texas school to another, and is awaiting the transfer or the immunization record.

A student may be enrolled provisionally if the student has an immunization record that indicates the student has received at least one dose of each specified age-appropriate required vaccine. To remain enrolled, the student must complete the

required subsequent doses in each vaccine series on schedule and as rapidly as is medically feasible and provide acceptable evidence of vaccination to the school. ILTexas shall review the immunization status of a provisionally enrolled student every 30 days to ensure continued compliance in completing the required doses of vaccination. If at the end of the 30-day period, a student has not received

a subsequent dose of vaccine, then the student is not in compliance and ILTexas shall exclude the student from school attendance until the required dose is administered.

A student who is homeless, as defined by the McKinney Act (42 U.S.C. § 11302), shall be admitted temporarily for 30 days if acceptable evidence of vaccination is not available. ILTexas shall promptly refer the student to appropriate public health programs to obtain the required vaccinations.

Exclusions from Immunization Requirements

Exclusions from immunization requirements are allowable on an individual basis for medical reasons, reasons of conscience (including a religious belief), and active duty with the armed forces of the United States.

To claim exclusion for medical reasons, the student must present a statement signed by the student's physician (M.D. or D.O.), duly registered and licensed to practice medicine in the United States who has examined the student, in which it is stated that, in the physician's opinion, the vaccine required is medically contraindicated or poses a significant risk to the health and well-being of the student or any member of the student's household. Unless it is written in the statement that a lifelong condition exists, the exemption statement is valid for only one year from the date signed by the physician. To claim an exclusion for reasons of conscience, including a religious belief, a signed Texas Department of State Health Services ("TDSHS") affidavit must be presented by the student's parent, stating that the student's parent declines vaccinations for reasons of conscience, including because of the person's religious beliefs. The affidavit will be valid for a period of two years. The form affidavit may be obtained by writing the TDSHS Immunization Branch (MC 1946), P.O. Box 149347, Austin, Texas 78714-9347, or online at <https://webds.dshs.state.tx.us/immco/default.aspx>. The form must be submitted to the Campus Principal within 90 days from the date it is notarized. If the parent is seeking an exemption for more than one student in the family, a separate form must be provided for each student. Students, who have not received the required immunizations for reasons of conscience, including religious beliefs, may be excluded from school in times of emergency or epidemic declared by the commissioner of public health. To claim exclusion for armed forces, the student must prove that he or she is serving on active duty with the armed forces of the United States.

Immunization Records Reporting

ILTexas' record of a student's immunization history, while private in most instances, may be inspected by the Texas Education Agency, local health departments, and TDSHS and transferred to other schools associated with the transfer of the student to those schools.

STEROID NOTICE

ILTexas does not permit steroid use. A notice shall be posted in a conspicuous location in the school gym or in each other place in a building where physical education classes are conducted.

LAW ENFORCEMENT AGENCIES

Questioning of Students

When law enforcement officers or other lawful authorities wish to question or interview a student at school, the Principal will cooperate fully regarding the conditions of the interview if the questioning or interview is part of a child abuse investigation.

STATE-MANDATED SCHOOL HEALTH SCREENING PROGRAM

Students are screened according to the Texas Board of Education Rules and the school health programs mandated by the Texas Department of State Health Services.

DYSLEXIA AND RELATED DISORDERS

From time to time, students may be tested and, where appropriate, treated for dyslexia and related disorders in accordance with programs, rules, and standards approved by the state. Parents will be notified should ILTexas determine a need to identify or assess a student for dyslexia and related disorders.

FITNESS TESTING

According to requirements under state law, ILTexas will annually assess the physical fitness of students. ILTexas is not required to assess a student for whom, as a result of disability or other condition identified by rule or law, the assessment exam is inappropriate.

VISION AND HEARING SCREENING

All children enrolled in Texas schools must be screened for possible vision and hearing problems in accordance with regulations issued by the Texas Department of State Health Services. Students in certain grade levels identified by state regulations shall be screened for vision and hearing problems annually.

Screening records for individual students may be inspected by the TDSHS or a local health department, and may be transferred to another school without parental consent.

Exemption: A student is exempt from screening requirements if screening conflicts with the tenets and practices of a recognized church or religious denomination of which the individual is an adherent or a member. To qualify for the exemption, the individual or, if the individual is a minor, the minor's parent, managing conservator, or guardian, must submit to the Campus Principal or designee on or before the day of admission an affidavit stating the objections to screening.

SPINAL SCREENING

All children in grades 6–9 must be screened for abnormal spinal curvature before the end of the school year. The screening requirement for students entering grade six or nine may be met if the child has been screened for spinal deformities during the previous year.

A parent who declined participation in the spinal screening provided by ILTexas must submit to the Campus Principal or designee documentation of a professional examination which includes the results of a forward-bend test. This documentation must be submitted to ILTexas during the year the student is scheduled for screening or, if the

professional exam is obtained during the following summer, at the beginning of the following school year.

Exemption: A student is exempt from screening if the screening conflicts with the tenets and practices of a recognized church or religious denomination of which the individual is an adherent or member. To qualify for the exemption, the student's parent, managing conservator, or guardian must submit to the Campus Principal or designee on or before the day of the screening procedure an affidavit stating the objections to screening.

TEXAS RISK ASSESSMENT FOR TYPE II DIABETES

All first, third, fifth, and eighth grade students will be screened for a skin marker that may indicate high levels of insulin in the blood which results from insulin resistance. If the screening reveals abnormal results, the parent/guardian is notified through the referral process.

REFERRALS

Referrals should be returned to the school nurse as soon as possible after a specialist is seen. When referrals are not returned to the campus, the school nurse follows up with parents/guardians to determine whether or not the student was seen and treated. The State of Texas requires each school district to report screening results at the end of each school year.

For questions regarding any of the above health policies, please refer to your campus Nurse.

INTERNATIONAL LEADERSHIP OF TEXAS FOOD ALLERGY NOTIFICATION FORM

Dear Parents,

ILTexas is required by law to request, at the time of enrollment, that the parent or guardian of each student attending an ILTexas campus disclose the student’s food allergies. This form will satisfy this requirement.

This form allows you to disclose whether your child has a food allergy or severe food allergy that you believe should be disclosed in order for ILTexas to take necessary precautions for your child’s safety. “Severe food allergy” means a dangerous or life-threatening reaction of the human body to a food borne allergen introduced by inhalation, ingestion, or skin contact that requires immediate medical attention.

Please list any foods to which your child is allergic or severely allergic, as well as the nature of your child’s allergic reaction to the food. ILTexas will contact you for a note from your physician if your child has food allergies. Your child must have an EpiPen prescribed to help in the event of an emergency.

Food: _____ Nature of allergic reaction to the food: _____

ILTexas will maintain the confidentiality of this form and the information provided above, and may disclose the information to teachers, school counselors, school nurses, and other appropriate school personnel only within the limitations of the Family Educational Rights and Privacy Act (“FERPA”) and Board policy. ILTexas will maintain this form as part of your child’s student record.

Student Name: _____ Date of Birth: _____
Grade: _____ Parent Work Phone: _____ Home Phone: _____ Parent/Guardian Name: _____

Date: _____
Parent/Guardian Signature: _____ Date form received by ILTexas: _____

Homebound Services

Instructional Arrangements-Homebound Instruction Board Policy

General Instruction

Consistent with TEA's *Student Attendance Accounting Handbook* ("SAAH), a student to be confined for a minimum of four weeks to a hospital or homebound for medical reasons specifically documented by a physician licensed to practice in the United States may be eligible for general education homebound services. The parent's request for services shall be made through the Principal in accordance with the SAAH and administrative procedures.

The Principal or designee shall convene a placement committee composed of at least a campus administrator, a teacher of the student, and the parent or guardian of the student to consider the necessity of providing general education homebound instruction to the student. If the committee determines that such instruction is appropriate, the committee shall determine the type and amount of instruction to be provided and, when the student is able to return to the regular educational setting, the length of the transition period based on current medical information.

Special Education

For special education students, the ARD committee shall determine the type and amount of instruction to be provided and, when the student is able to return to a regular educational setting, the length of the transition period based on current medical information.

Documentation of Services

The school shall maintain, in accordance with administrative procedures, full documentation about students receiving homebound services.

Procedures for Determining Student Eligibility for General Education Homebound (GEH) Services

Overview of General Education Homebound (GEH) services

General Education Homebound services are instructional services that are provided in a hospital or in the home by a qualified teacher to a student enrolled in International Leadership of Texas and who has a medical condition that prevents the student from attending school for a minimum of four weeks. During this period of time, the student is confined to the

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hospital bed or at home. The final decision regarding whether or not these services will be provided is made by the campus GEH committee.

Contacts

Each campus has a designated GEH Coordinator. For further information, call the campus directly and ask to speak to the GEH Coordinator or the Principal. International Leadership of Texas also has a District GEH Coordinator who can be reached by calling 972-479-9078. Parents should always contact their child’s school first to discuss GEH services and any issues related to their child’s education.

Determining eligibility for GEH services

Students who satisfy the following criteria may be eligible for general education homebound services:

1. The student is expected to be confined at home or to a hospital for a minimum of four weeks; **AND**
2. The student is confined at home or hospital bed for medical reasons only; **AND**
3. The student’s medical condition is documented by a physician licensed to practice in the United States.

NOTE: In making an eligibility decision, the GEH Committee must consider the physician’s information. However, the physician’s note/information *is not* the sole determining factor in the committee’s decision-making process. Instead, **all** relevant information will be considered.

If appropriate, every attempt should be made to accommodate and serve the student on campus when practically possible. The student’s parent/guardian should continue picking up all assignments and remain current with all class work pending a determination of eligibility for homebound services.

GEH Committee members

A student’s GEH Committee should include, but is not limited to:

- A campus administrator
- A teacher of the student; and
- A parent or guardian of the student.

A student’s GEH Committee will convene to review relevant school data and medical information regarding the student’s situation to determine whether or not the student requires homebound instruction. If GEH services are to be provided, it is the GEH Committee’s responsibility to specify the type(s) of instruction (for all subjects, including electives) and the amount of weekly time that a qualified teacher will provide such lessons. The committee will document each of its decisions on International Leadership of Texas GEH forms.

Recording attendance

General education students served through the GEH program will earn eligible days in attendance based on the number of hours the student is served by the assigned teacher at home or in the hospital each week.

One hour of instruction equals one day in attendance *for the first three hours* of GEH instruction. When *four or more hours* of GEH instruction are provided, the student earns an entire week of eligible days of attendance. The following chart will be used to calculate eligible days present:

Amount of Time Served per Week	Eligible Days Present Earned per Week

1 hour	1 day present
2 hours	2 days present
3 hours	3 days present
4 hours	4 days present (if the week is a 4-day week) 5 days present (if the week is a 5-day week)
More than 4 hours	4 days present (if the week is a 4-day week) 5 days present (if the week is a 5-day week)

Once GEH services begin, the GEH teacher will complete a homebound service log on a weekly basis. This form will be provided to the campus attendance clerk and the PEIMS Coordinator to record on behalf of the student.

Reconvening GEH Committee

The GEH Committee may meet periodically to re-evaluate the student's condition and possible continued need for services. The committee should also meet again to re-evaluate a *new* physician's form and the need for homebound services after six(6) weeks of services have been provided.

The committee shall also reconvene at the end of the service period (as documented by the student's licensed physician) to review current physician information and to make decisions regarding whether or not to continue or stop GEH services.

Prior to this meeting, the parent must have the doctor complete a "Physician's Release" in order for the student to return to school. The GEH Committee should also determine if a transition period is necessary.

Should a transition period be needed, the GEH Committee should document all of the following:

1. The length of time of the transition period;
2. The amount of time the student will be served in both settings (homebound and the classroom) during the transition period; and
3. The effective date of when the student is expected to return to the classroom on a full-time basis.

Dismissal from GEH program

Dismissal from the GEH program will proceed in accordance with the following steps:

1. If the student's physician has not provided a specific return date, the physician must first complete a "Physician's Statement-Homebound Services Release" form.
2. The homebound teacher will notify the campus GEH Coordinator when a student is being released from homebound instruction for entry back into school.
3. No homebound instruction may occur after the dismissal date.
4. The GEH Coordinator will notify the student's teacher(s) and the campus attendance clerk when the student has been dismissed and will return to the regular classroom setting.
5. Homebound instruction is usually considered a temporary arrangement and cannot be considered as equivalent to classroom instruction. It is imperative that students return to the classroom as soon as practical. This is usually

dictated by the student's doctor. However, in unusual cases where the student's medical condition is in doubt, International Leadership of Texas may request a second doctor's opinion at its own expense and call another GEH Committee meeting to consider dismissing the student from GEH services depending on the results of that examination.

Special Education Homebound Guidelines

In-home/bedside educational services for special education students are provided in accordance with International Leadership of Texas policies, procedures, and these guidelines. It is the responsibility of each campus Principal to designate personnel who are responsible for processing requests for homebound services in a timely fashion.

Eligibility

To qualify for homebound services, the student must meet eligibility requirements as documented in the current *Student* 153

Attendance Accounting Handbook (“SAAH”). Presently, these requirements are that the student:

1. Is eligible for special education and related services as determined by an ARD Committee;
2. Is expected to be confined at home or hospital bedside for a minimum of four weeks (the weeks need not be consecutive);
3. Is confined at home or hospital bedside for medical reasons only; and
4. Has a medical condition documented by a physician licensed to practice in the United States.

Referral Process

A requested for special education homebound services shall be made through the Principal. A homebound referral does not automatically mean that the ARD Committee will recommend homebound services. In making eligibility and placement decision the ARD Committee must consider information provided by the student’s physician; however, such information is not the sole determining factor in the ARD Committee’s decision-making process. International Leadership of Texas needs to make an appropriate effort to accommodate the student at the school depending on the student’s medical need and doctor’s information.

Parents/students should continue picking up all assignments and remain current with all the work pending a determination of eligibility for special education homebound services.

Least restrictive environment requirements

International Leadership of Texas must ensure that;

1. To the maximum extent appropriate, children with disabilities are educated with children who are nondisabled; and
2. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only if the nature of severity or the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Homebound is the most restrictive educational placement for students. Documentation should support all efforts made to accommodate and support the student with non-disabled peers and in the regular educational environment.

Parents/guardians need to know that an ARD Committee cannot consider homebound services until necessary forms are completed and returned to the Principal or designee.

ARD Committee

For students already in special education who require homebound services, the assessment staff gathers information from school records, parent/guardian, and the student’s FIE in order to determine the student’s current functioning level and educational needs. The ARD Committee reviews written input from the student’s and determines if homebound services are appropriate.

When the student’s placement determined to be homebound, the homebound teacher’s responsibilities during the ARD include:

1. Provide input for necessary accommodations
2. Provide the parent/guardian with relevant information concerning the special education homebound services program (days of instruction, times and assignments and grading responsibility)
3. Verify telephone numbers and directions to the student’s home.

Attendance requirements

The homebound teacher will notify the attendance clerk of student absences at the end of each week. Special education homebound students served at home will earn eligible days present in accordance with the SAAH. Generally, attendance is

based on the following chart:

Amount of Time Served per Week	Eligible Days Present Earned per Week
1 hour	1 day present
2 hours	2 days present
3 hours	3 days present
4 hours	4 days present (if the week is a 4-day week) 5 days present (if the week is a 5-day week)
More than 4 hours	4 days present (if the week is a 4-day week) 5 days present (if the week is a 5-day week)

When absences are related to the medical diagnosis, homebound services will be offered as per the SAAH.

Dismissal from special education homebound services

There must be an ARD at the end of the homebound request period to either:

1. Dismiss the student at the end of the projected time; or
2. To continue the services. In this case, the ARD Committee must review a new statement from the student's physician.

If dismissal occurs, the diagnostician or campus designee will notify the campus attendance clerk and the student's teacher(s) of the student's return to campus.

General Education Homebound Attendance Reporting

The following procedures apply when reporting attendance for students served by the International Leadership of Texas General Education Homebound ("GEH") services:

1. Attendance will be awarded following the guidelines of the current year's Student Attendance Accounting Handbook.

2. The Campus GEH Coordinator will notify the PEIMS clerk and campus attendance clerk when a student begins homebound services.
3. The Campus GEH Coordinator will notify the campus teachers when the student begins homebound services.
4. The homebound teacher will complete the *General Education Homebound Instruction Log* and submit the log on a weekly basis to the attendance clerk. The attendance clerk uploads the instruction log to the student’s attendance notes.
5. The *Homebound Instruction Log* will reflect the school calendar week by week so that available instructional days are easily identified.
6. Total weekly instructional time and total weekly days in attendance are summarized at the end of each instructional week.
7. If absences are reported for any given day, a notation as to the reason should be made in the Notes/Other section of the log.
8. While parents/guardians are asked to arrange medical appointments around the homebound teacher’s schedule, absences are often incurred because the student is too ill to attend to instruction. The homebound teacher may be able to rearrange instruction for that week but, if unable to do so, absences will be recorded according to the instructional hours delivered. GEH services hours may not be accumulated and carried forward from one week to the next or applied to a previous week.
9. GEH students served at home will earn eligible days present based on the Student Attendance Accounting Handbook. Generally, attendance is based on the following chart:

Amount of Time Served per Week	Eligible Days Present Earned per Week
1 hour	1 day present
2 hours	2 days present
3 hours	3 days present
4 hours	4 days present (if the week is a 4-day week) 5 days present (if the week is a 5-day week)
More than 4 hours	4 days present (if the week is a 4-day week) 5 days present (if the week is a 5-day week)

DATA QUALITY RESOURCES

Websites

TEA

<http://www.tea.state.tx.us/>

Legacy PEIMS Data Standards

<http://ritter.tea.state.tx.us/peims/standards/weds/>

TEA Student Attendance Accounting Handbook

http://tea.texas.gov/Finance_and_Grants/State_Funding/Additional_Finance_Resources/Student_Attendance_Accounting_Handbook/

TEASE / Edit+

<https://seguin.tea.state.tx.us/apps/logon.asp>

TEAL

<https://pryor.tea.state.tx.us/>

Texas Education Code

<http://www.statutes.legis.state.tx.us/?link=ED>

Texas Student Data System (TSDS)

http://tea.texas.gov/Reports_and_Data/Data_Submission/Texas_Student_Data_System_%28TSDS%29/

The Network

<http://www.txcharternetwork.org/>

Forms

**INTERNATIONAL LEADERSHIP OF TEXAS
FOOD ALLERGY NOTIFICATION FORM**

Dear Parents,

ILTexas is required by law to request, at the time of enrollment, that the parent or guardian of each student attending an ILTexas campus disclose the student’s food allergies. This form will satisfy this requirement.

This form allows you to disclose whether your child has a food allergy or severe food allergy that you believe should be disclosed in order for ILTexas to take necessary precautions for your child’s safety. “Severe food allergy” means a dangerous or life-threatening reaction of the human body to a food-borne allergen introduced by inhalation, ingestion, or skin contact that requires immediate medical attention.

Please list any foods to which your child is allergic or severely allergic, as well as the nature of your child’s allergic reaction to the food. ILTexas will contact you for a note from your physician if your child has food allergies. Your child must have an EpiPen prescribed to help in the event of an emergency.

Food: _____ Nature of allergic reaction to the food: _____

ILTexas will maintain the confidentiality of this form and the information provided above, and may disclose the information to teachers, school counselors, school nurses, and other appropriate school personnel only within the limitations of the Family Educational Rights and Privacy Act (“FERPA”) and Board policy. ILTexas will maintain this form as part of your child’s student record.

Student Name: _____ Date of Birth: _____
Grade: _____ Parent Work Phone: _____ Home Phone: _____ Parent/Guardian Name: _____

Date: _____
Parent/Guardian Signature: _____ Date form received by ILTexas: _____

[Explanation of General Education Homebound Instruction](#)

Dear Parents/Guardian:

Homebound services are educational services provided in the home or hospital for a student who is unable to attend school because of a documented health condition.

A student is eligible to be considered for general education homebound (“GEH”) services when the following conditions apply:

1. The student is expected to be confined at home or hospital bedside for a minimum of four weeks (need not be consecutive);
2. The student is confined at home or hospital bedside for medical reasons only; and
3. The student’s medical condition is documented by a physician licensed to practice in the United States.

When homebound services are no longer required, your child will be transitioned back to his or her previous educational setting.

Homebound services will allow a qualified teacher to come to your home to provide instruction to your child for 4–5 hours per week so that your child can remain current with required classwork and assignments. The homebound teacher will meet with your child’s classroom teacher(s) to ensure a coordinated educational program that will prepare your child for transition back into the campus setting. Attendance will be kept by the homebound teacher and reported to your child’s home campus.

Medical information is required from your child’s doctor before homebound services may be assigned. It is essential that you return this information as quickly as possible so services may begin promptly. Physician forms may be returned via parent, mail, or faxed to your student’s school. Homebound services cannot be initiated without this medical information.

During the time the process is taking place, please continue to get assignments from your child’s teacher(s). If more information is needed concerning GEH services, please contact your child’s campus.

Thank you,

GEH Campus Coordinator

General Education Placement Homebound Placement

The following form is to be utilized when the International Leadership of Texas Section 504 and/or GEH Committee is considering placement in general education homebound (“GEH”).

Date: _____

Student Name: _____ ID #: _____

Date of Birth: _____ Grade: _____

Campus: _____

Committee Membership

While Section 504 eligibility is determined by a group of knowledgeable persons, including persons with knowledge of the child, the meaning of evaluation data, and the placement options, GEH eligibility and placement requires the attendance of three specific people: (1) a campus administrator; (2) a teacher of the student; and (3) a parent or guardian of the student. The required group may overlap to satisfy requirements under both Section 504 and GEH.

Participant Signatures	Relationship to student
	Administrator
	Teacher
	Parent

The most recent and all appropriate state assessment scores, benchmarks, report cards, progress reports, and any other appropriate documents should be attached to this form.

Eligibility for GEH Services

Pursuant to the Student Attendance Accounting Handbook (“SAAH”) and Board policy, the following must be answered to
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determine GEH eligibility:

Yes ____ No ____ The committee has received, and attaches to this form, a document from a physician licensed to practice in the United States, which meets the following criteria:

1. Indicates that the above-referenced student is expected to be confined at home or hospital bedside for a minimum of four weeks. The weeks need not be consecutive.
2. Indicates that the confinement is for medical reasons only.

Yes ____ No ____ Based on the physician’s document, together with the committee’s review of current evaluation data (including parent input, teacher/administrator input, grade reports, work samples, results of standardized tests, etc.), the committee determines that the student is eligible for GEH services, and that such services shall be provided to the student as indicated below. The physician’s information is not the sole determining factor in the committee’s decision-making process.

Where both questions above are answered with “Yes,” the student is eligible for GEH services, and the committee shall determine the type(s) and amount of instruction to be provided. If either question is answered “No,” the student is not eligible for GEH services, but may be eligible for services under Section 504.

If the student is receiving special education services, please contact the counselor so an ARD meeting can be scheduled.

GEH Services

GEH services will begin on _____ (date) and end on _____ (date).

GEH services will be delivered to (address): _____

GEH instruction will be provided by a qualified teacher, meaning a certified teacher when required by law and/or the International Leadership of Texas charter and/or a teacher having obtained NCLB “Highly Qualified” status. Over the course of the student’s confinement at home or hospital bedside, ***the student must be provided instruction in all core academic subject area courses in which the student is enrolled, and should be provided instruction in all other courses the student is enrolled in, if possible.*** The teacher providing GEH instruction will maintain a log of contact hours and other appropriate documentation related to the provision of these services.

The student will be provided instruction in the following subject areas (list all subject areas to be addressed by homebound instruction):

Area of instruction: _____ Hours per week: _____

Teacher whose content will be taught: _____

Area of instruction: _____ Hours per week: _____

Teacher whose content will be taught: _____

Area of instruction: _____ Hours per week: _____

Teacher whose content will be taught: _____

Area of instruction: _____ Hours per week: _____

Teacher whose content will be taught: _____

Area of instruction: _____ Hours per week: _____

Teacher whose content will be taught: _____

Area of instruction: _____ Hours per week: _____

Teacher whose content will be taught: _____

Area of instruction: _____ Hours per week: _____

Teacher whose content will be taught: _____

Area of instruction: _____ Hours per week: _____

Teacher whose content will be taught: _____

Please note that the teacher whose content will be taught is responsible for assignments, testing, and grading.

Students served through the GEH program will earn eligible days in attendance in accordance with the standards set forth in the SAAH.

Optional Services

Check all optional services in addition to direct instruction that apply (if any):

____ Access to textbooks, assignments, projects, and tests for self-study in the following subject areas:

____ Access to classroom teachers by phone in the following subject areas:

____ Extended time for completion of projects in the following subject areas:

____ Access to educational software, distance learning, correspondence courses, or other online instruction. If yes, please detail services to be made available to the student.

____ Other:

____ Formal transition from GEH to the classroom. If the committee believes that a formal transition period is required for the student's return to school, please detail the transition calendar or steps for the transition.

Homebound Services Statement to Parent/Guardian

Student's Name: _____ Student ID #: _____

Campus: _____ Grade: _____ Age: _____

Days of Service: _____ Time: _____

Homebound Teacher: _____ Telephone: _____

Homebound instruction has been approved for my child. I agree to cooperate as follows:

- Provide a place in home that is quiet, free from distractions (away from other people and from TV), sanitary, well-lighted, and properly ventilated and heated.
- Ensure the student is prepared for instruction when the teacher arrives. Please arrange other activities, including doctor appointments, around scheduled instruction.
- Be aware that changes in the home schedule may be necessary.
- Ensure a responsible adult will always be in the home during instruction time. The homebound teacher will leave the home and the student will be counted absent if there is not an adult in the home.
- Notify the homebound teacher as soon as possible if the student is unable to receive instruction or if anyone in the home develops a contagious condition.
- The student must do 90% of the assigned work between the teacher’s visits. The student must be willing to work independently and accept the responsibility of homework with the guidance of the homebound teacher. The student should have uninterrupted study time.
- Parents and students must be aware that all tests, grades, and assignments come directly from the campus teachers.
- Household pets should not be allowed to interrupt home instruction. If pets are usually kept indoors, they should be confined to a room other than the one in which class is held.
- A student can be dismissed from the homebound program due to excessive unexcused absences. If scheduled instructional time is cancelled, absences will be reported.
- Homebound services cannot begin until the above conditions have been met, and homebound services may be discontinued if these conditions are not maintained.
- The student’s educational program will be planned and carried out on the basis of the limitations of the student and the homebound services program, which cannot provide the same experiences of regular classroom instruction.

I UNDERSTAND AND AGREE TO THE ABOVE RULES.

Parent Signature

Date

Student Signature

Date

Homebound Services Request for Medical Information
Notice for Release/Consent to Request Confidential Information

We are asking that you authorize the physician or agency named below to release specific records containing confidential information regarding the above-named student.

Requestor: International Leadership of Texas
1820 N. Glenville Dr. #100
Richardson, TX 75081
972-479-9078
972-479-9129 (Fax #)

Physician or agency to whom request is being made: _____
Address: _____
Phone: _____ Fax: _____

Information requested: Medical information as related to homebound services

Purpose of disclosure:

- Determination of Educational Needs
- Other: _____

Please check the appropriate box:

Yes No I have been fully informed and understand that the International Leadership of Texas request for my consent for the release of medical information. I hereby authorize the above-named physician or agency to release the documents described above to International Leadership of Texas.

Student Signature _____ Date

Parent Signature (if student is a minor) _____ Date

Please return this form to Angela Marcellus, Executive Director of Student Services at the address and/or fax number listed above as soon as possible.

Physician's Verification of Need for Homebound Services

Student's Legal Name: _____ Date of Birth: _____

Please be advised that the student will receive only up to four (4) hours of home instruction per week. Therefore, returning to his/her home campus at the earliest possible date is imperative for peer interaction and educational success.

1. Date of Physical Exam: _____

2. Have you recommended a follow-up exam? Yes No If yes, when? _____

3. Check one of the following statements:

The student will be confined to his/her home and/or hospital bedside for a minimum of four consecutive weeks except for visits to the doctor. The period of confinement is expected to last from _____ to _____

OR

The student is chronically ill and expected to be confined for a period of time totaling at least four weeks during the school year.

4. Describe the nature of the condition(s) resulting in the need for homebound services: _____

5. If the period of confinement is not expected to be continuous, describe the basis for your expectations that the student will be confined for a period of time totaling at least four weeks during the school year. Describe circumstances or conditions of the student that will necessitate confinement (e.g., daily chemotherapy for four weeks): _____

6. What are the criteria for the student returning to school? _____

7. Is the student confined to home? Yes No If not, is the student able to receive any instructional services on his/her campus (shortened school day, alternate school days, attend special events)? Yes No Explain: ____

8. Are there any accommodations that would enable the student to receive instruction on his/her campus: If yes, explain: _____

9. Is the student now physically able to perform school work with a homebound teacher? Yes No If not, please explain: _____

10. Is the nature of the condition: physical psychological/psychiatric combination

11. Does the student have a communicable disease that poses a risk to the homebound teacher becoming infected or carrying it to another student? Yes No If yes, describe precautions that should be taken: _____

12. The period of time the student is expected to receive homebound services is approximately _____ weeks.

13. **Anticipated start date:** _____ **Anticipated end date:** _____

14. Additional comments to aid school staff in serving this student: _____

Based on my examination, this student (circle one) **has** / **does not have** a serious, acute illness, injury, or a long-term medical condition requiring homebound services.

Physician's name (printed)

Physician's signature

Date

Physician's address
Phone #

City,

State,

Zip

Note: Homebound is intended to be a temporary school placement to provide instructional services when the student is unable to attend regular classes due to medical conditions. It is not an alternative placement for students who are habitually truant or simply refuse to attend school.

Physician's Statement – Homebound Services Release

TO WHOM IT MAY CONCERN:

_____ (student's name) may return to the regular education program effective _____
(date). _____

Comments:

Printed name of physician

Signature of physician

Date

Homebound Services Homebound Work Assignment

This assignment is due by (date): _____

Instructions:

Please place in homebound box, and include any worksheets, maps, tests, videos, and/or study sheets.

Thank you.

Classroom Teacher

To be completed by homebound teacher:

Date received: _____

Due date: _____

Date completed: _____

Homebound teacher signature

Homebound Services Instructional Log

Student Name: _____ Student ID #: _____

Campus: _____ Grade: _____

Homebound Teacher: _____ Week of: _____

A copy of this instruction log must be sent to the PEIMS clerk on a weekly basis.

Weekly attendance is based on the following instructional hours the student is served:

Amount of Time Served per Week	Eligible Days Present Earned per Week
--------------------------------	---------------------------------------

1 hour	1 day present
2 hours	2 days present
3 hours	3 days present
4 or more hours	4 days present (if the week is a 4-day week); 5 days present (if the week is a 5-day week)

Day	Date	Arrival Time	Departure Time	Instructional Time (in min.)	Teacher's initials	Student's initials	Notes/Other
Sun							
Mon							
Tue							
Wed							
Thur							
Fri							
Sat							

Total Weekly Instructional Time: _____

Total Weekly Days in Attendance: _____

Homebound Teacher Signature

Date

Campus Administrator

Date

Homebound Services Time and Travel

Student Name: _____ Student ID #: _____

Campus: _____ Grade: _____

Homebound Teacher: _____

Week of: _____

This sheet is to be completed and returned to the campus Admin Assistant or Budget Clerk.

TRAVEL TIME: *To Student Home* *From Student Home*

Date	Depart Time	Arrival Time	Depart Time	Arrival Time	Total Travel Time

Total Travel Time: _____

OTHER TIME (GEH meetings, teacher consults, etc.)

Date	Start Time	End Time	Total Other Time	Purpose

Total Other Time: _____

Homebound Teacher Signature: _____

Date: _____

Office use only Total instructional time (from log) + total travel time + total other time = Total time x /hour = total pay (\$)

Budget code: _____

Homebound Services Teacher Notification

Teacher: _____

Student: _____

Grade: _____

Date: _____

Dear Teacher:

The student named above has been placed in the Homebound Services Program. As of the date stated above, he/she will receive attendance credit according to the instructional hours the student is provided at home.. The attendance clerk will adjust attendance accordingly.

Since the student, in most cases, will be returning to your class when his/her condition allows, I will be asking you for weekly assignments and tests. Once completed, I will return these assignments and tests for your grading. Assignment sheets for the following week will be placed in your box. Please list assignments and tests in the space provided and return to the appropriate homebound box as soon as possible. **Prompt return of the assignments and graded work is greatly appreciated. THIS IS ESSENTIAL.**

It is impossible for homebound services to provide curriculum and materials for the numerous programs and subjects offered by International Leadership of Texas. Please provide all worksheets, manipulatives, and other materials needed to implement your lessons.

Homebound sessions will typically be scheduled for four hours per week, or as determined by the student’s ARD Committee and or GEH Committee, during which all academic areas are covered. Approximately 90% of all assignments have to be completed independently by the student. Any accommodations you can make to help the homebound student be successful in your class are greatly appreciated.

If you have any questions or concerns, I may be reached at _____.

Thank you for your assistance.

Homebound Teacher

Homebound Services Attendance Notification

To: Campus Attendance Clerks

RE: Homebound Student

Student: _____

Grade: _____

Start Date: _____

This student qualifies for Homebound Services. He/she will be marked absent by the classroom teacher. The classroom teachers absences will need to be modified in accordance with the SAAH. The table below outlines eligible days present earned per week.

Amount of Time Served per Week	Eligible Days Present Earned per Week
1 hour	1 day present
2 hours	2 days present
3 hours	3 days present
4 hours	4 days present (if the week is a 4-day week) 5 days present (if the week is a 5-day week)
More than 4 hours	4 days present (if the week is a 4-day week) 5 days present (if the week is a 5-day week)

The homebound teacher will submit weekly logs on Monday following a week of service. Please do NOT modify an absence without the instructional log.

Thank you,

Campus Homebound Coordinator

Homebound Services Dismissal Notification

To: Campus Attendance Clerks and Teachers

RE: Homebound Student

Student: _____

Grade: _____

Dismissal Date: _____

This student will be returning to school as of the dismissal date listed above. He/she will no longer be enrolled in the Homebound Services Program. As of the dismissal date, the classroom teacher should count the student absent if he/she does not attend class as regularly scheduled. You will be notified if the student should need homebound services again.

Thank you,

Campus Homebound Coordinator

CONSENT ITEM

**GRAVELY ENGAGEMENT
LETTER**



MARC E. GRAVELY
mgravely@gravely.law
Attorney

June 21, 2021

Mr. Eddie Conger
Charter Superintendent
International Leadership of Texas
1651 N. Glenville Dr., #216
Richardson, TX 75081

**RE: Garland K-8, 3301 N. Shiloh Road, Garland, TX 75044
Garland High School, 4413 N. Shiloh Road, Garland, TX 75044
Arlington K-8, 4950 S. Bowen, Arlington, TX 76017
Keller K-8, 2301 Heritage Trace Parkway, Fort Worth, TX 76177
Garland Dorm, 2650 Arapaho Road, Garland, TX 75044**

Dear Mr. Conger:

Thank you for the opportunity to be of service to International Leadership of Texas. We would like to take a moment to clarify the terms and conditions of our representation.

SCOPE OF SERVICE

You have asked Gravelly P.C. ("Law Firm") to represent International Leadership of Texas in connection with your claims against the developer, contractor, design team, and other related affiliates and subcontractors with respect to construction defects in work performed on various International Leadership of Texas campuses.

While this letter is intended to deal with the specific legal services described above, these terms and conditions will also apply to any additional legal services that we may agree to provide in the future.

STAFFING

Marc Gravelly will be the Gravelly P.C. attorney primarily responsible for the representation, with the assistance of other attorneys and/or paralegals within the firm as may be appropriate. It is important that you are satisfied with our services and responsiveness at all times. When questions or comments arise about services, staffing, billings, or other aspects of Gravelly P.C.'s representation, please contact either Marc Gravelly or Michael Gavito at (210) 961-8000.

It is our goal to provide quality legal services in an efficient, economical manner. This may necessitate involving other attorneys within our firms with the requisite skills and

ILTX – Engagement Letter

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paralegals, who are not attorneys but are experienced in the preparation of documents and the performance of supporting tasks under an attorney’s supervision.

From time to time, two or more firm attorneys and/or staff may confer, or attend meetings or proceedings on your behalf. Although this approach might seem to result in duplication of effort, it is our belief that this practice facilitates communication, improves the quality of the work, and better serves your legal needs.

RESPONSIBILITIES

We will rely upon information and guidance provided by you throughout this representation. To enable us to effectively represent you, you agree to cooperate fully with us in all matters relating to the preparation and presentation of your case. You agree to fully and accurately disclose to us all facts that may be relevant to the matter or that we request. You also agree to keep us apprised of developments relating to this matter.

You also will make yourself reasonably available to attend meetings, discovery proceedings and conferences, hearings, mediations, trial and other proceedings. You are also responsible for approving negotiations, discovery and litigation strategy; approving causes of action and defenses and adding or dismissing parties to any litigation; and determining acceptable terms of any compromise, settlement, or agreement.

In addition, you will be responsible for advising us whether any document we have prepared or received and sent to you for your approval or review reflects the principal terms of your proposed agreement, general litigation strategy, or other expectations, as the case may be.

Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter, various courses of action, or the possible results. Any such statement made by any shareholder or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a statement of fact, promise, or guarantee of any particular result. No guarantees are possible in matters such as this.

FEES, DISBURSEMENTS, AND OTHER CHARGES

Many factors are considered in determining our fees, including the novelty and difficulty of the questions involved; the skill and amount of time required to perform the services properly; the experience, reputation, and ability of those performing the services; the likelihood that the engagement will preclude other employment; the time limitations imposed by you or the circumstances; the amount involved and results obtained; and any other factors that may be relevant under applicable rules of professional conduct.

International Leadership of Texas agrees to pay Gravely P.C. thirty-three percent (33%) of any recovery or value received or a reasonable hourly fee awarded by the fact finder, whichever is greater. It is agreed and understood that Gravely P.C. will advance all expenses incurred in the prosecution of this claim. The expenses paid by Gravely P.C. shall be deducted

ILTX – Engagement Letter

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from the recovery after the calculation of percentage attorney's fees. In consideration of our services, International Leadership of Texas hereby conveys and assigns to Gravely P.C. and agrees to pay Gravely P.C. an undivided interest in all claims and/or causes of action in the amount of thirty-three percent (33%) to Gravely P.C. It is understood and agreed that no settlement of this cause shall be entered into without the consent of International Leadership of Texas. If a monetary judgment or award is made in your favor, we shall have a lien on the proceeds of such monetary judgment or award, to the extent there are unpaid fees, disbursements, or other charges due to Gravely P.C.

SETTLEMENT

Client has the final say with regard to any proposal to settle the claims related to the representation under this agreement. Attorneys shall provide advice and recommendations regarding the making of settlement demands, negotiation of settlements, mediation, and whether to accept settlement offers made by other parties or persons. However, Client retains the ultimate authority as to whether to make a settlement demand or accept a settlement offer of any claims or portion of claims related to the scope of this representation. After a case has been settled, there are often several additional steps necessary to facilitate the finalizing the settlement and obtaining payment of the settlement amounts. This may include, among other things, the execution of a release or more extensive and detailed settlement agreement following an initial agreement to settle, the filing of additional documents to dismiss those portions of a lawsuit that have been settled, the receipt and deposit of checks or other funds that may require Client's signature, or the transfer of assets other than sums of money. Once Client has agreed to extend a settlement demand or accept a settlement offer, and Attorneys have reduced that settlement to a writing signed by all other parties or representatives of parties necessary for that settlement, Client agrees not to unreasonably refuse to take any additional actions necessary to facilitate, finalize or fund the settlement.

TAXES

If Client believes that the services provided under or claims asserted within the scope of this agreement may have potential tax implications, Client should consult a qualified tax attorney for legal advice. Client understands that Attorneys herein are not offering and will not offer advice related to any issue concerning local, state or federal taxes, including income taxes, sales taxes, franchise taxes, property taxes or any other tax. Client acknowledges that it is not relying on Attorneys to provide any advice or opinions regarding any potential tax implications arising out of this agreement or the services provided, or any tax implications of settlements or other payments related to the claims falling within the scope of the representation provided under this agreement.

INSOLVENCY PROCEEDINGS

In the event a receiver is appointed to take control over your affairs or operations or voluntary or involuntary proceedings initiated under Title 11 of the U.S. Code you agree to file pleadings within thirty (30) days of the commencement of such action seeking approval of the retention of Gravely P.C. as your special litigation counsel to represent you in this matter on the terms set forth in this agreement under 11 U.S.C. §327(e) and §365 or other applicable law.

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CONFLICTING REPRESENTATION

It is agreed that our firm reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to our work for you. Our firm agrees, however, that the prospective consent to conflicting representation reflected in the preceding sentence shall not apply in any instance where, as the result of our representation of you, we have obtained sensitive, proprietary or otherwise confidential information that, if known to any such other client of our firm, could be used in any such other matter by such client to your material disadvantage.

ELECTRONIC COMMUNICATIONS

Technology is ever evolving and electronic communications cannot be fully protected from unauthorized interception. In addition, human error may at times result in electronic communications being mis-sent. Nonetheless, for efficiency purposes, you authorize our firm to transmit information, including information of a confidential nature relating to our representation of you by facsimile, unencrypted e-mail or cellular telephone when we believe that is appropriate. Should you have any concerns about our use of facsimile, unencrypted e-mail or cellular telephone, you should advise us as to the preferred mode of transmitting such information.

COMPLAINT TO STATE BAR

The State Bar of Texas requires that we advise you as follows: “The State Bar investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free call.”

TEXAS LAWYER’S CREED

Under the Rules of the Texas Supreme Court and the State Bar of Texas, we are required to advise our clients of the contents of the Texas Lawyer’s Creed, a copy of which is attached.

If this letter correctly reflects your understanding of the terms and conditions of our representation, please sign the enclosed copy and return it to us. Upon your acceptance, these terms and conditions will apply retroactively to the date we first performed services on your behalf. This letter will not become effective and we will have no obligation to provide legal services until you sign and return the copy of this letter.

ILTX – Engagement Letter

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We are pleased to have this opportunity to be of service and to work with you.

Very truly yours,



Marc E. Gravely

I/we read and understand the terms and conditions set forth in this letter and agree to them.

Date: _____, 2021.

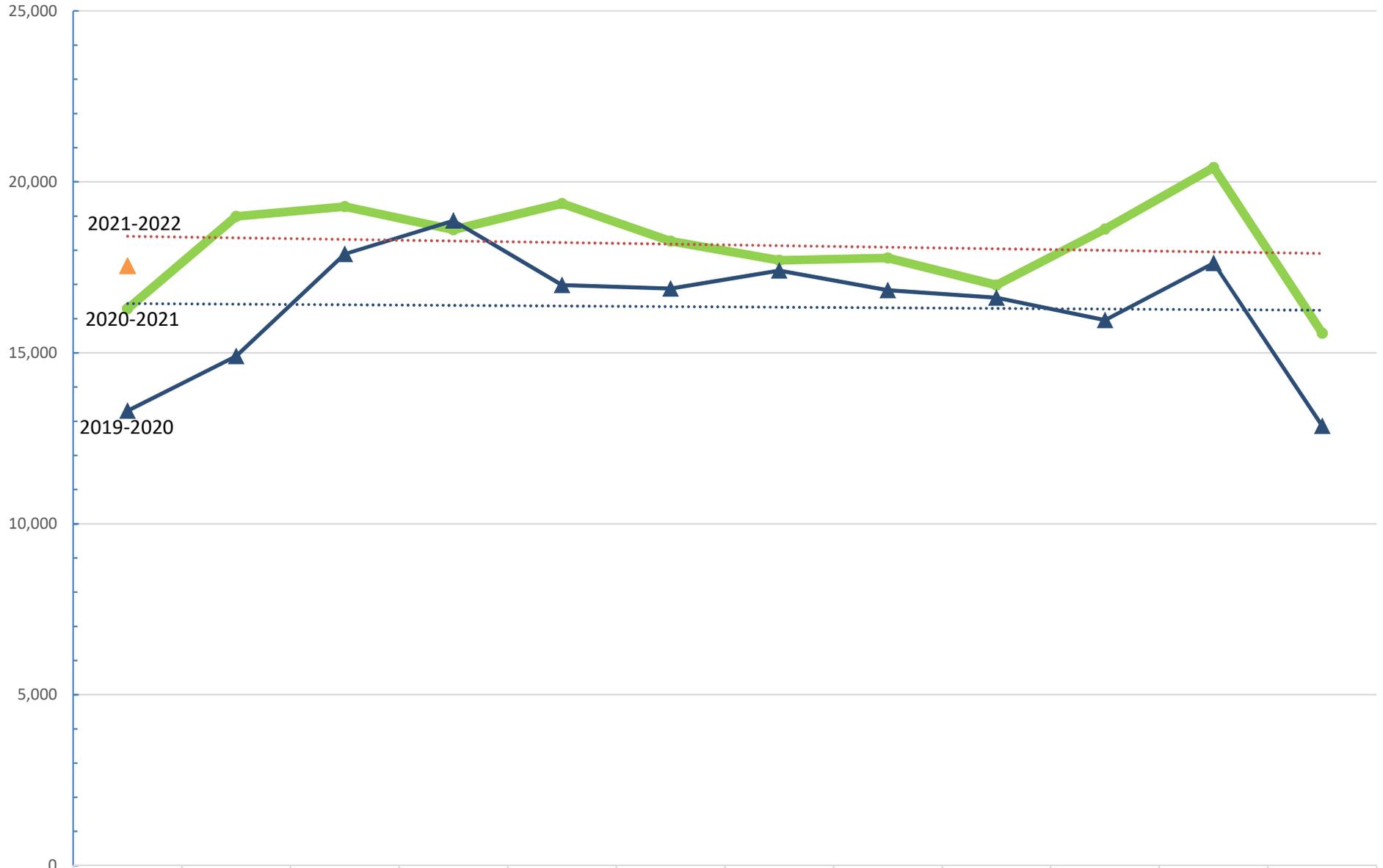
**Authorized Representative of
International Leadership of Texas**

Cover Sheet

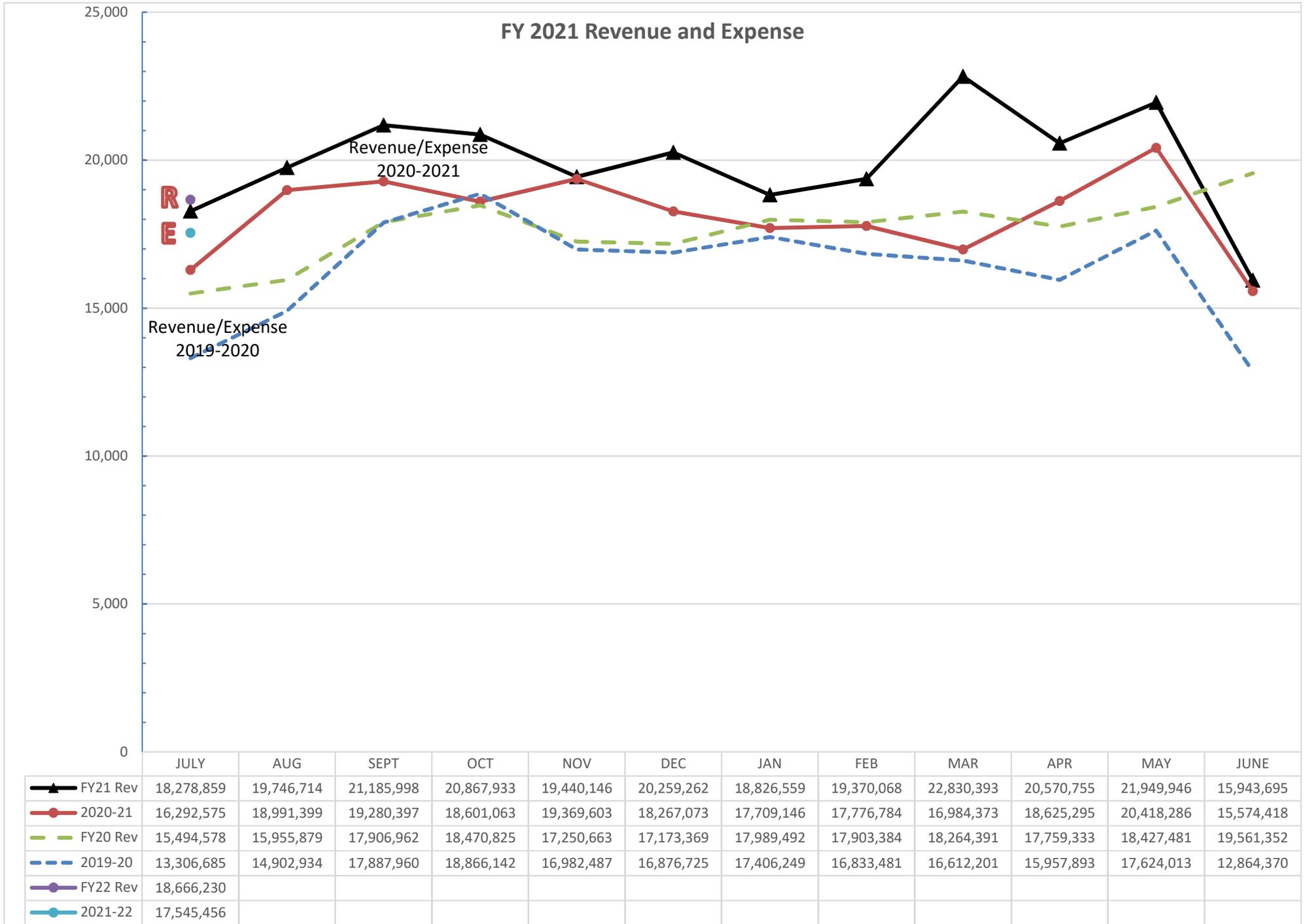
CONSIDER/ACT ON JULY, 2021 FINANCIAL REPORT

Section:	VIII. Board Items for Discussion/Action
Item:	A. CONSIDER/ACT ON JULY, 2021 FINANCIAL REPORT
Purpose:	Vote
Submitted by:	
Related Material:	ILTexas FS 2021-07 Board.pdf

TOTAL MONTHLY EXPENSES



	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
2021-22	17,545,456											
2020-21	16,292,575	18,991,399	19,280,397	18,601,063	19,369,603	18,267,073	17,709,146	17,776,784	16,984,373	18,625,295	20,418,286	15,574,418
2019-20	13,306,685	14,902,934	17,887,960	18,866,142	16,982,487	16,876,725	17,406,249	16,833,481	16,612,201	15,957,893	17,624,013	12,864,370



INTERNATIONAL LEADERSHIP OF TEXAS
UNAUDITED
Financial Summary

	SEE AUDIT	Unaudited	Unaudited
	Fiscal Year	Fiscal Year	Jul-21
	2019-2020	2020-2021	2021-2022
Total Ending Cash	\$ 57,500,176	\$ 71,469,063	\$ 52,988,110
<i>Days Cash (excl. Bond Int. Fund)</i>	115.0	128.4	100.2
Bond Project Fund	484,696	6,274,749	6,274,749
Lease & Notes Payable	\$ 304,301	\$ 157,855	\$ 147,993
\$10 million BBVA Revolver	\$ 10,000,000	\$ 10,000,000	-
\$35 million BBVA Revolver	\$ 15,000,000	-	-
Revenues	\$ 212,157,715	\$ 239,135,347	\$ 18,666,230
Less Expenses:			
Payroll Costs	114,394,703	119,940,178	9,602,559
Other Operating	40,366,568	53,217,687	3,814,118
Interest & Amort.	27,783,011	30,040,543	2,667,981
Depreciation	13,796,892	14,409,929	1,460,798
Other Gain (Loss)	(220,033)	-	-
Change in Net Assets	16,036,574	21,527,010	1,120,774
EBIDA	\$ 57,616,477	\$ 65,977,482	\$ 5,249,552
Total Liabilities	563,558,131	608,035,515	588,657,470
Total Equity	18,158,519	40,292,545	41,413,319
D/E	31 : 1	15 : 1	14 : 1
Equity Percent	3.1%	6.2%	6.6%
Interest = % of Revenue	13.2%	12.6%	14.3%

INTERNATIONAL LEADERSHIP OF TEXAS

UNAUDITED

Income Statement

	Unaudited FY 2021	Average FY 2021	July 2021 FY 2021
<i>Enrollment</i>			
Total Local Support	759,935	63,328	4,938
Total State Funds	207,944,346	17,328,696	16,815,897
Federal Program Revenues			
Title I (Part A & SIP)	5,235,222	436,268	499,954
Title II	491,547	40,962	65,423
Title III & Immigrant	507,211	42,268	20,134
Title IV	350,547	29,212	14,086
IDEA B	2,917,933	243,161	223,596
Carl Perkins Grant	241,980	20,165	-
Teacher Leadership / Cycle 2	-	-	10,000
Instructional Continuity Grant	56,074	4,673	-
High-Quality Rep.	2,031,870	169,322	-
CRF	2,346,299	195,525	-
ESSER I	3,614,359	301,197	-
Health+Related Svc (SHARS)	337,767	28,147	-
Medicaid Admin. Claim	75,128	6,261	10,214
JROTC	153,209	12,767	13,630
Child Nutrition	<u>12,071,919</u>	<u>1,005,993</u>	<u>988,360</u>
Total Federal Program Rev.	<u>30,431,065</u>	<u>2,535,922</u>	<u>1,845,395</u>
Total Revenues	\$ 239,135,347	\$ 19,927,946	\$ 18,666,230
Expenses			
11 Instructional	100,207,679	8,350,640	7,154,922
12 Inst. resources & media	1,033,327	86,111	86,532
13 Curriculum & inst. staff devel.	6,962,214	580,184	534,429
21 Instructional leadership	1,944,697	162,058	231,776
23 School leadership	9,970,528	830,877	796,542
31 Guidance counseling & eval.	5,501,445	458,454	388,457
32 Social work services	76,344	6,362	5,365
33 Health services	1,845,363	153,780	118,652
34 Student transportation	1,213,838	101,153	95,445
35 Food services	11,498,104	958,175	683,027
36 Extracurricular activities	1,584,469	132,039	170,000
41 General administration	6,199,451	516,621	1,462,189
51 Facilities maintenance & ops.	27,084,821	2,257,068	2,502,911
52 Security and Monitoring	2,432,040	202,670	134,850
53 Data processing services	7,067,366	588,947	235,084
61 Community services	2,818,435	234,870	206,155
71 Debt service	30,040,540	2,503,378	2,710,493
81 Fundraising	<u>127,677</u>	<u>10,640</u>	<u>28,627</u>
Total Expenses	\$ 217,608,337	\$ 18,134,028	\$ 17,545,456
Change in Total Net Assets	\$ 21,527,010	\$ 1,793,918	\$ 1,120,774

INTERNATIONAL LEADERSHIP OF TEXAS

UNAUDITED

Expense by Object

		<i>See Audit</i>	<i>Preliminary</i>	<i>Average</i>	<i>Jul-21</i>
		FY 2020	FY 2021	FY 2021	FY 2022
61--	Payroll Costs	114,394,703	119,940,178	9,995,015	9,602,559
			50.2%	50.2%	51.4%
6211	Legal Services	350,634	423,524	35,294	6,987
6212	Audit Services	62,810	75,370	6,281	10,000
6219	Professional Services	-	-	-	-
6239	ESC Services	367,681	463,712	38,643	10,300
6249	Contracted Maint/Repair	2,071,924	2,351,041	195,920	228,942
6254	Internet Services	289,280	595,348	49,612	20,359
6255	Cell Phones	71,997	75,905	6,325	6,332
6256	Water/Waste Mgmt	959,296	1,008,013	84,001	66,715
6257	Phone	209,174	290,883	24,240	35,139
6258	Electric	1,371,374	1,344,417	112,035	165,966
6259	Gas	78,751	169,606	14,134	3,186
6269	Rentals-Op Leases	1,666,567	1,261,238	105,103	75,469
6291	Consulting Services	-	150,443	12,537	-
6297	Security Service/Student	687,119	1,665,703	138,809	134,850
FOOD	Child Nutrition Contr. Svcs.	9,358,392	8,849,987	737,499	639,868
6299	Misc. Contracted Service	9,850,733	13,838,824	1,153,235	796,434
62--	Professional And Contracted Svcs.	27,395,734	32,564,014	2,713,668	2,200,547
6311	Fuel	119,741	81,431	6,786	5,833
6319	Supplies M/O	735,093	1,682,462	140,205	10,447
6321	Textbooks	662,599	4,703,207	391,934	249
6329	Reading Materials	505,087	789,227	65,769	154,123
6339	Testing Materials	151,692	177,509	14,792	-
6344		-	449,288	37,441	-
6398	General Expense	600,000	2,663,000	221,917	1,000,000
6399	General Supplies	6,639,965	7,314,642	609,554	277,396
66xx	Asset Purchases	412,358	181,808	15,151	-
63+66	Other Supplies & Materials	9,826,536	18,042,575	1,503,548	1,448,048
6411	Employee Travel	519,590	307,891	25,658	109,286
6412	Travel-Students	49,573	1,603	134	-
6419	Travel-Non-Emp	2,155	-	-	-
6429	Ins/Bonding Costs	1,366,564	1,607,254	133,938	64
6449	Depr Exp	13,796,892	14,409,929	1,200,827	1,460,798
6494	Reclass Transp Exp	(60,400)	-	-	-
6495	Memberships And Dues	213,411	221,555	18,463	780
6497	Dyslexia	-	(0)	(0)	-
6498	Campus Discr. Fund	-	103,671	8,639	3,933
6499	Misc Op Costs	2,435,047	369,124	30,760	8,948
64--	Other Operating Expenses	18,322,832	17,021,027	1,418,419	1,583,809
6521	Interest on Bonds	27,283,527	29,294,798	2,441,233	2,663,166
6522	Capital Lease Interest	(150,984)	13,871	1,156	416
6523	Interest on Other Debt	147,221	247,885	20,657	37,875
6524	Amort. Bond Issue Costs	503,247	431,551	35,963	42,512
6525	Amort. Bond Disc.(Prem.)	-	16,269	1,356	(33,476)
6529	Bond Issuance & Maint.	-	6,515	543	-
6598	Penalties+Net Pay Discounts	-	3	0	-
6599	Other Debt Fees	118,356	29,650	2,471	-
Total Expenses		\$ 197,841,173	\$ 217,608,337	\$ 18,134,028	\$ 17,545,456

INTERNATIONAL LEADERSHIP OF TEXAS

UNAUDITED

Expense by Object

	<i>See Audit</i>	<i>Preliminary</i>	<i>Average</i>	Jul-21
	<i>FY 2020</i>	<i>FY 2021</i>	<i>FY 2021</i>	<i>FY 2022</i>
6111 Salary Control	160	-	-	-
6112 Salaries/Wages Sub Teach	1,548,436	1,179,508	98,292	9,525
6117 Extra Duty/Professional	806,533	1,030,401	85,867	284,920
6118 Stipends/Professional	3,254,074	3,844,041	320,337	271,640
6119 Salaries Teachers/Profesional	70,753,940	86,647,456	7,220,621	6,728,419
6121 O/T Support Personnel	571,524	345,920	28,827	38,779
6127 Extra Duty Pay/Support Persnl	171,158	214,342	17,862	14,851
6129 Salaries/Wages Sup Persnl	10,193,479	11,861,636	988,470	910,966
6139 Employee Allowances	224,982	81,448	6,787	36
6141 FICA/Medicare	1,165,668	1,456,190	121,349	115,351
6142 GRP Health/Life Insurance	5,664,946	7,371,207	614,267	618,859
6143 Workers'Comp	322,432	477,686	39,807	12,308
6146 TRS	4,235,016	4,930,343	410,862	396,904
6149 Employee Benefits	(998)	-	-	-
6179 Payroll Accrual	<u>15,483,352</u>	<u>500,000</u>	<u>41,667</u>	<u>200,000</u>
61-- Payroll Costs	114,394,703	119,940,178	9,995,015	9,602,559
		50.2%	50.2%	51.4%

INTERNATIONAL LEADERSHIP OF TEXAS

UNAUDITED

BALANCE SHEET

Assets	End FY 2021	Jul-21
Current assets:		
Cash and cash equivalents	\$ 71,469,063	\$ 52,988,110
Cash, bond project fund	6,274,749	6,274,749
Cash, bond maintenance fund	268,137	276,471
Cash, bond debt service funds	19,482,335	19,482,335
Cash, debt service reserve fund	38,761,493	38,761,493
Due from government agencies	36,531,518	36,948,791
Other current assets	-	-
Total current assets	<u>172,787,296</u>	<u>154,731,949</u>
Non-current assets:		
Land	46,346,699	46,346,699
Buildings	439,127,983	439,127,983
Furniture and equipment	8,427,557	8,427,557
Vehicles	4,479,061	4,576,079
Less: Accumulated depreciation	(55,353,785)	(56,814,583)
Construction in Process	32,513,250	33,675,105
Total non-current assets	<u>475,540,764</u>	<u>475,338,840</u>
Total assets	<u>\$ 648,328,060</u>	<u>\$630,070,789</u>
Liabilities and Net Assets		
Current Liabilities:		
Accounts payable	11,991,604	6,229,361
Accrued payroll	14,505,092	14,700,401
Accrued interest	10,892,252	10,892,252
Student activity funds	760,730	763,061
Deferred revenue	4,760,491	1,639,140
Lease liabilities, current	118,223	111,671
Bonds, current maturities	8,295,182	8,342,743
Total current liabilities	<u>51,323,574</u>	<u>42,678,629</u>
	3.4	3.6
Long-term liabilities:		
Lease liabilities, long-term	39,632	36,322
Notes payable, long-term	10,000,000	-
Bonds payable, long-term	556,103,015	555,364,189
Bonds payable, reserve and pmt funds	-	-
Bonds payable, net premium (discount)	1,009	(32,467)
Bonds payable, issue costs	(9,431,715)	(9,389,203)
Total long-term liabilities	<u>556,711,941</u>	<u>545,978,841</u>
Total liabilities	85.9% <u>608,035,515</u>	<u>588,657,470</u>
Net assts (deficit):		
Beginning balance	16,829,679	40,291,629
Current year change in net assets	23,462,865	1,121,689
Total net assets	<u>40,292,545</u>	<u>41,413,319</u>
Total liabilities and net assets	<u>\$ 648,328,060</u>	<u>\$630,070,789</u>

INTERNATIONAL LEADERSHIP OF TEXAS**UNAUDITED****CASH FLOWS**

Jul-21

Operating activities:	
Increase in net assets	\$ 1,120,774
Adjustments to change in net assets:	
Depreciation	1,460,798
Amortization of bond discount (premium)	(33,476)
Amortization of debt issuance cost	42,512
Change in cash held in trust - projects	-
Change in cash held in trust - maintenance	(8,333)
Changes in assets:	
Due from Texas Education Agency	(417,273)
Other current assets	-
Changes in liabilities:	
Accounts payable and accruals	(5,564,603)
Net cash provided by operations	(3,399,602)
TEA accel. payments (deferred rev.)	(3,121,351)
Investing activities:	
Net cash used in investing	(1,258,873)
Asset retirements at original cost	
Cash flows from (to) financing activities:	
Principal paid on Bond debt obligations	(691,265)
Principal paid on Other debt obligations	(9,862)
2020A Bond Issue	
Bank loan - \$10M Revolver	(10,000,000)
Bank loan - \$35M Revolver	
Cash provided (used) by financing	(10,701,127)
Net increase (decr) in cash & equivalents	(18,480,953)
Cash and cash equivalents at beginning of period	71,469,063
Cash and cash equivalents at end of period	52,988,110

Cover Sheet

CONSIDER/ACT TO AUTHORIZE ADMINISTRATIVE REPLACEMENT OF REVOLVING CREDIT FACILITIES

Section: VIII. Board Items for Discussion/Action
Item: B. CONSIDER/ACT TO AUTHORIZE ADMINISTRATIVE
REPLACEMENT OF REVOLVING CREDIT FACILITIES
Purpose: Vote
Submitted by:
Related Material: PNC Term Sheet Offer 7-30-2021.pdf

International Leadership of Texas

July 30, 2021



INTERNATIONAL LEADERSHIP OF TEXAS



200 Crescent Court, Ste 400
Dallas, TX 75201

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PNC BANK N.A. DISCLOSURE

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Important Investor Information – Securities, insurance, foreign exchange, and derivative products are:

**Not FDIC Insured • Not Bank Guaranteed • Not A Deposit
Not Insured By Any Federal Government Agency • May Lose Value**

In Canada, PNC Bank Canada Branch, the Canadian branch of PNC Bank, provides bank deposit, treasury management, lending (including asset-based lending) and leasing products and services. Deposits with PNC Bank Canada Branch are not insured by the Canada Deposit Insurance Corporation or by the United States Federal Deposit Insurance Corporation.

Lending, leasing and equity products and services, as well as certain other banking products and services, require credit approval.

PNC does not provide legal, tax or accounting advice unless, with respect to tax advice, PNC Bank has entered into a written tax services agreement.

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SUMMARIZED PROPOSAL INFORMATION

Bank Information:

Full Legal Name of Provider: PNC Bank, N.A.
 Primary Contact: Corey Huston Phone: 214-871-1277
 Cell: 469-785-0119 E-mail: corey.huston@pnc.com

Bank Ratings:

PNC Bank N.A. Ratings and Outlooks			
Agency	Moody's	S&P	Fitch
Long-Term	A2	A	A+
Short-Term	P-1	A-1	F-1
Outlook	Stable	Stable	Stable

PNC is pleased to present ILTexas proposed terms to provide a revolving line of credit to be used for the purchase and/or construction of land, buildings, and equipment and a revolving line of credit to be used for working capital needs. Outlined below is a high-level summary of proposed terms and fees associated with each Credit Facility.

GENERAL TERMS:

FACILITY 1: CAPITAL EXPENDITURES

Credit Facility	New line of credit for up to \$110,000,000
Maturity	36 months from date of close
Pricing	1-M LIBOR or 1-M BSBY plus spread 250bps
Unused Fee	25 bps

FACILITY 2: WORKING CAPITAL

Credit Facility	New line of credit for up to \$10,000,000
Maturity	36 months from date of close
Pricing	1-M LIBOR or 1-M BSBY plus spread 250bps
Unused Fee	25 bps

DOCUMENTATION AND LEGAL FEE

Fees for outside Bank Counsel relating to documentation will be the responsibility of the Borrower. PNC would like to engage Orrick, Herrington & Sutcliffe, LLP to represent as Bank Counsel.

TERM SHEET

PNC BANK, NATIONAL ASSOCIATION
Preliminary Summary of Terms and Conditions for Loan Facilities
International Leadership of Texas
July 30, 2021
REVOLVING LINES OF CREDIT

This Term Sheet is not a commitment or an offer to lend and does not create any obligation on the part of the Bank or any affiliate thereof. Neither the Bank nor any affiliate thereof will be deemed to have extended any commitment to the Borrower unless and until a formal commitment letter is issued and has been executed, delivered and accepted. This outline is only a brief description of the principal terms of suggested loan facilities and is intended for discussion purposes only.

This Term Sheet is delivered to you on the understanding that any of the terms of substance hereunder shall not be disclosed, directly or indirectly, to any other person except your officers, agents and advisors who are directly involved in the consideration of this matter unless required to do so by applicable law or prior written consent has been given by the Bank.

I. PARTIES

BORROWER: International Leadership of Texas (the "Borrower").

BANK: PNC Bank, National Association ("PNC" or the "Bank").

II. CREDIT FACILITY, SECURITY AND FINANCING DOCUMENTS

CREDIT FACILITY: **FACILITY 1:** PNC will provide up to a \$110,000,000 project revolving line of credit (the "*Credit Facility*").

FACILITY 2: PNC will provide up to a \$10,000,000 working capital revolving line of credit (the "*Credit Facility*").

PURPOSE: **FACILITY 1:** The proceeds of the Credit Facility will be used to fund capital expenditures, including, but not limited to land acquisition and costs of construction, repair, remodeling, improvement and equipment of facilities.

FACILITY 2: The proceeds of the Credit Facility will be used to fund working capital needs

MATURITY: 36 months from date of close.

AMORTIZATION: Available for borrowing, repaying and re-borrowing until maturity. Outstanding draws and all other payment obligations owed to the Bank under each Credit Facility shall be due and payable at maturity.

SECURITY: Each Credit Facility and obligations owed to the Bank under the Financing Documents (as defined below) will be secured by a parity pledge under the Borrower's existing Master Trust Indentures ("MTI"), which includes an adjusted revenue pledge and lien on certain charter school campuses. New projects financed will become part of the collateral pool under the MTI.

FACILITY 1: Collateral and security as evidenced by 2020A Master Trust Indenture.

FACILITY 2: Collateral and security as evidenced by 2020B Master Trust Indenture

FINANCING DOCUMENTATION: Each Credit Facility shall include standard conditions precedent to purchase and closing, representations and warranties, indemnities, covenants, events of default and remedies. The Loan Agreement, the Note, the MTI, the Master Note(s), and the other documents required for closing are herein collectively referred to as the "*Financing Documents*."

CLOSING DATE: The closing date is to be determined (the “*Closing Date*”), and shall be subject to the satisfaction of the conditions precedent set forth in the Loan Agreement and the conditions precedent described herein.

III. INTEREST RATES AND OTHER KEY PROVISIONS

VARIABLE INTEREST RATE: Each Credit Facility shall initially bear interest at a per annum rate of interest equal to the sum of (i) One Month LIBOR or One Month BSBY (the “Bloomberg Short-Term Bank Yield Index rate administered by Bloomberg) (the “*Bank Index Rate*”) and (ii) 2.50% (250 bps).

The Credit Facility shall bear interest at the Variable Interest Rate so long as no Event of Default has occurred.

INDEX FLOOR: In the event that LIBOR, BSBY, or any successor index at any time would be determined less than 0.00%, such rate shall be deemed to be 0.00%.

LIBOR REPLACEMENT: According to statements by the United Kingdom’s Financial Conduct Authority and various United States financial regulatory authorities, LIBOR may no longer be published or available for use as a benchmark index for the full term of the Credit Facility. The Financing Documents will contain provisions to replace LIBOR in such circumstances with an alternate benchmark index together with certain related adjustments, and permit conforming changes relating to such replacement.

COMPUTATION BASIS: Interest will be calculated on the daily outstandings on a 360 day year for the actual number of days elapsed and will be due monthly in arrears or on the last day of each interest.

DEFAULT RATE: The Default Rate equals the greatest of (i) the PNC Prime Rate plus 3.0%; (ii) the Overnight Bank Funding Rate plus 3.5%; and (iii) 7.0%.

CLAW-BACK AMOUNTS: Each Credit Facility will include customary interest rate recapture provisions allowing the Bank to recover interest in excess of any maximum interest rate imposed by law.

IV. OTHER FEES AND EXPENSES

UNUTILIZED FEE: The Borrower shall pay an unutilized fee to the Bank quarterly in arrears on the last day of each calendar quarter in an amount equal to the product of (i) 0.25% per annum (subject to adjustment as provided in the table above) and (ii) the difference between the amount of the Credit Facility and the amount advanced by the Bank for each day in the term of the Credit Facility. The Unutilized Fee shall be calculated based upon a year of 360 days and the actual number of days elapsed.

ORIGINATION/COMMITMENT FEE: Waived.

PREPAYMENT: Customary yield protection and prepayment cost recovery provisions will be included in the definitive Financing Documents.

EXPENSES: All expenses incurred by the Bank, including recording of UCC filings and other security interests, if applicable, and audit and reasonable legal fees (inside and outside), and any other expenses in reference to structuring, documenting, closing, monitoring or enforcing the Financing Documents, if applicable, shall be for the account of the Borrower and payable at closing and otherwise on demand. The Bank will be utilizing Orrickas bank counsel. All expenses (including counsel fees) shall be paid by the Borrower regardless of whether the transaction is closed.

V. INCREASED COSTS AND CAPITAL ADEQUACY; TAXES:

The Borrower shall pay the Bank under customary yield protection provisions such additional amounts as will compensate the Bank and its holding company in the event that either of them are or become subject to legal, capital or reserve requirements (including without limitation those arising under the Dodd-Frank Wall Street Reform and Consumer Protection Act or Basel III, or any rules, guidelines or directives issued at any time in connection therewith) or taxes (except for taxes on overall net income) which in any case increase the cost or reduce the yield to the Bank or its holding company.

VI. FINANCIAL/NEGATIVE COVENANTS AND FINANCIAL REPORTING

Affirmative and negative covenants, including the financial covenants and reporting covenants listed below, will be specified by the Bank for inclusion in the Financing Documents. Covenants are expected to include but may not be limited to (a) limitation on sale of assets; (b) limitation on additional indebtedness, liens and leases; (c) prohibition on change in business; (d) prohibition on change of control; (e) prohibition on mergers, division and acquisitions; (f) limitation on loans and advances and (g) limitations on amendments to the Financing Documents.

Financial Covenants, to align with the existing Loan Agreement:

- Debt Service Coverage of at least 1.10x, tested annually.
- Days Cash on Hand of at least 50 days, tested annually

Financial Reporting:

- Annual audited financial statements within 180 days of fiscal year end;
- Quarterly unaudited financial statements within 45 days of quarter end, on a fiscal year basis;
- Annual enrollment statistics within 60 days after first day of School Year;
- Annual budget within 60 days of Board approval;
- Annual Compliance Certificate within 180 days of fiscal year end;
- Quarterly construction reporting

VII. CONDITIONS PRECEDENT TO CLOSING

The Financing Documents shall include conditions precedent customary for transactions of this nature including, without limitation, the following:

Documentation satisfactory to Bank Counsel; delivery of enforceability and approving opinions; authorizing resolutions (which may be an existing authorizing resolution); financial statements; bring-down of representations and warranties; and certification as to no default or event of default.

VIII. EVENTS OF DEFAULT/ REMEDIES:

The Loan Agreement shall include events of default customary for transactions of this nature, including, without limitation: payment default, covenant defaults, breach of representations, cross defaults to senior or Parity Debt, cross acceleration of senior or Parity Debt, invalidity or repudiation of any Financing Document or any material provision thereof, judgment default, bankruptcy or insolvency, ERISA and pension plan defaults, and charter revocation/non renewal.

Upon the occurrence of an Event of Default, in addition to all other customary remedies, all payment obligations shall bear interest at the Default Rate.

IX. CHOICE OF LAW / JURY TRIAL/ OTHER PROVISIONS

GOVERNING LAW:

The Loan Agreement, and any other documents to which the Bank shall become a party will be governed by the laws of the State of Texas.

USA PATRIOT ACT NOTICE:

Pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. 107 56), the Bank is required to obtain, verify and record information that identifies the Borrower and, potentially, other loan parties, which information may include, without limitation, the name and address of the Borrower and any such loan parties and other information that will allow the Bank to identify the Borrower and other loan parties in accordance with the USA PATRIOT Act.

TRIAL:

To the extent permitted by law, the parties to the Loan Agreement agree to waive a jury trial in any proceeding including the Bank.

TRANSFERS/ASSIGNMENTS:

While the Bank is providing the Credit Facility for its own account without a present intent to transfer them, the Bank reserves the right in its sole discretion to assign, sell, pledge or participate interests in the Credit Facility without the consent of the Borrower.

ADDITIONAL TERMS:

The terms and conditions contained in this proposal are not intended to be comprehensive. The definitive Financing Documents may include additional terms and conditions required by the Bank, subject to mutual agreement of the parties, which are not included herein.

BANKING RELATIONSHIP:

Borrower to maintain all of its primary depository accounts and available banking services with Lender, which Lender shall collateralize as required by the Public Funds Investment Act.

**NO ADVISORY OR
FIDUCIARY ROLE:**

The Borrower acknowledges and agrees that: (i) the Bank has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank or any of its affiliates has provided other services or is currently providing other services to the Borrower on other matters); (ii) the only obligations the Bank has to the Borrower with respect to the transaction contemplated hereby are expressly set forth in this term sheet; and (iii) the Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

AGREEMENT BY THE BORROWER:

The Borrower hereby desires to engage the Bank in the origination of the Credit Facility pursuant to the terms and conditions stated herein.

Recognizing that this Term Sheet is non-binding on the Bank unless and until a commitment is issued, please evidence your interest in proceeding on the foregoing terms and conditions by signing and returning a copy of the document to the Bank on or prior to August 13, 2021 at which point the Bank will continue with due diligence and credit underwriting for the foregoing transaction.

ACCEPTED AND AGREED TO:

INTERNATIONAL LEADERSHIP OF TEXAS

By: _____

Print Name: _____

Title: _____

Date: _____

Cover Sheet

CONSIDER/ACT TO APPROVE INTERLOCAL AGREEMENT WITH TRINITY BASIN PREPARATORY FOR PAYROLL SERVICES

Section: VIII. Board Items for Discussion/Action
Item: D. CONSIDER/ACT TO APPROVE INTERLOCAL
AGREEMENT WITH TRINITY BASIN PREPARATORY FOR PAYROLL SERVICES
Purpose: Vote
Submitted by:
Related Material: TBP-ILT Shared Services Agreement-8.16 Update.pdf

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (this “Agreement”) is entered into as of October 1, 2021 (“Effective Date”) by and between Trinity Basin Preparatory, Inc. (“TBP”), and International Leadership of Texas, Inc. (“ILTexas”) (together with TBP, the “Parties” and each, a “Party”).

WHEREAS Texas Government Code §§ 791.001, *et seq.*, the Interlocal Cooperation Act, and Texas Education Code § 12.1058(1) authorize open-enrollment charter schools to contract, to the greatest possible extent, with one another; and

WHEREAS, the Parties have analyzed current costs and efficiencies and agreed that it is in their mutual best interest to collaborate by sharing certain Services (as defined below); and

WHEREAS, the Parties have agreed to recognize ILTexas as the Fiscal Agent of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TBP and ILTexas hereby agree as follows:

1. GENERAL COVENANTS AND PROVISIONS.

- a. The purpose of this Agreement is to provide for more efficient operation of charter school payroll functions to promote efficiency and reduce unnecessary duplication of effort between the Parties.
- b. By this Agreement or otherwise, TBP and ILTexas do not intend to create a separate or additional legal entity.
- c. The Agreement will be performed in compliance with applicable state and federal law.
- d. The Parties agree to comply with any and all applicable laws as well as the policies contained herein or created pursuant to this Agreement.
- e. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

2. **AGREEMENT TERM.** This Agreement shall govern the performance of the Parties for one year from the Effective Date unless earlier terminated by either Party in accordance with the terms of this Agreement (the “Initial Term”). Following the Initial Term, this Agreement will automatically renew for successive additional 1-year terms (each, a “Renewal Term” and together with the Initial Term, the “Term”) unless either Party provides notice to the other Party of its intention not to renew this Agreement during the 30-day period immediately before the end of the then-current Term. All provisions of this Agreement shall apply to all Services (as defined below) and all periods of time in which ILTexas provides the Services to TBP.

3. SERVICES. TBP hereby retains ILTexas to provide the services set forth in this Section (the “Services”).

- a. ILTexas will process the following:
 - i. Semi-monthly payroll for nonexempt staff;
 - ii. Monthly payroll for exempt staff;
 - iii. Substitute pay;
 - iv. Employee terminations; and
 - v. Special payrolls (to include corrections).
- b. ILTexas will process all payroll payables, including child support, benefits, and retirement.
- c. ILTexas will prepare the following reporting on a monthly basis:
 - i. Teacher Retirement System of Texas (“TRS”); and
 - ii. Attorney General (new hire and termination reports).
- d. ILT will process the following quarterly reports:
 - i. Form 941 (Employer’s Quarterly Federal Tax Return) to the Internal Revenue Service (“IRS”);
 - ii. Texas Workforce Commission (Workers’ Compensation); and
 - iii. Multiple Worksite Report to the State of Texas.

ILTexas will provide other Services as needed to fulfill the above. Such other Services may include coordinating with TBP’s Human Resources Department on new employee setup and terminations, managing the employee payroll e-mail correspondence, and managing Skyward TrueTime setup and recommendations.

4. RESPONSIBILITIES.

- a. ILTexas shall:
 - i. Ensure it is adequately staffed to meet all Services set forth herein and employ or contract with such persons as may be deemed necessary to perform under this Agreement (the “Payroll Staff”);
 - ii. Purchase, lease, contract for, or otherwise secure materials, equipment, supplies, and facilities necessary to perform under this Agreement. Such assets shall remain the property of ILTexas and TBP shall make no claim of ownership of materials, equipment, supplies, or facilities belonging to ILTexas.
 - iii. Direct, manage, supervise, and compensate the Payroll Staff.

- iv. Obtain an independent audit of all Services provided under this Agreement annually and provide a copy of all audits to TBP.
 - v. Cooperate with any audits by regulatory agencies required by TBP.
 - vi. Remain responsible for all liabilities, including legal fees, because of a complaint, grievance, litigation, refund from onsite monitoring, or audit as a result of this Agreement. All legal obligations contained herein shall survive the expiration of this Agreement should litigation arise from events that occurred during the term of the Agreement.
 - vii. Serve as custodian of all payroll records in accordance with applicable law and retain those records on behalf of TBP until this Agreement dissolves or as otherwise provided by this Agreement. ILTexas shall provide such records upon request to TBP.
 - viii. Maintain separate and distinct administrative, accounting, auditing, reporting, and recordkeeping systems for Services provided under this Agreement.
 - ix. Report all payroll costs in the applicable reports of ILTexas submitted to the TRS.
 - x. Report on a *pro rata* basis all personnel costs for Payroll Staff in the respective records submitted on behalf of ILTexas and TBP to the Public Education Information Management System (“PEIMS”).
- b. TBP shall:
- i. Provide ILTexas with access to information and documentation necessary for ILTexas to perform the Services under this Agreement.
 - ii. Set up all new staff in Skyward.
 - iii. Authorize the *pro rata* allocation of all personnel costs for Payroll Staff in the respective records submitted on its behalf by ILTexas to PEIMS.
 - iv. Agree and require ILTexas to report Payroll Staff in the applicable reports ILTexas submits to TRS.
- c. Each Party shall retain responsibility for creating and ensuring compliance with its own budget and accounts.

5. **COSTS/PAYMENT.**

- a. **Payment Terms.** Costs for Services performed under the Agreement shall be based on a proportional allocation of operating costs of ILTexas’ payroll department (the “Service Cost”) including salaries, benefits, direct management (other than

management of the Chief Financial Officer) and other reasonable overhead costs which may be incurred for joint benefit of the Parties (the “Payroll Management Costs”) and which the Parties have agreed fairly compensates ILTexas for the Services performed under the Agreement. Reimbursement shall be made according to the following formula:

$$\text{*Yearly Service Cost} = \frac{\text{Payroll Management Costs} \times \text{TBP Payroll}}{\text{Total Payroll Under ILTexas' Management}}$$

An example of the calculation for Yearly Service Cost is attached as **Exhibit A.*

- b. Invoices. On or before the twentieth (20th) day of each month, ILTexas shall submit invoices for the most recent month ended, to TBP, setting forth a fixed monthly fee of \$4,000 (the “Monthly Fee”) to be paid toward the total Yearly Service Cost. Such fee may be adjusted as necessary with agreement of the Parties to reflect current Payroll Management Costs over the lifetime of this Agreement. Then, within thirty (30) days after the end of TBP’s fiscal year, the Parties will calculate the final Yearly Service Cost and issue payments as necessary with any overpayments through the Monthly Fee returned to TBP and underpayments made to ILTexas. All payments required under the Agreement are due and payable on or before thirty (30) days from the date either Party receives a properly prepared, submitted, and itemized invoice. The Parties will make payments from current revenues available to it.

6. INDEPENDENT CONTRACTOR RELATIONSHIP.

- a. Independent Contractor Relationship; No Authority to Act for Other. The relationship of ILTexas to TBP is that of an independent contractor and not of an employee/employer, agent/principal, pass-through entity/subrecipient, joint venture, or partner. Neither Party shall hold itself out as an agent or representative of, or purport to speak or act on behalf of, the other; nor shall either Party have the power or authority to act for the other, or to bind or obligate the other to a third party or commitment in any manner. The Parties shall hold themselves out as separate, independent entities.
- b. Contracting with Other Parties. ILTexas may render services to third parties during the Agreement Term provided that such services do not violate its obligations to TBP.
- c. Employment Matters. Neither ILTexas nor any Payroll Staff performing Services under this Agreement shall be deemed to be an employee of TBP. All Payroll Staff shall remain solely employees of ILTexas at all times and subject to their employment terms and conditions with ILTexas. The Parties agree that this Agreement will not affect the at-will employment status of any Payroll Staff. ILTexas shall have sole authority to hire and fire any Payroll Staff providing Services to TBP under this Agreement. ILTexas shall remain responsible for all liabilities, including legal fees, because of a complaint, grievance, litigation, or

audit regarding the Payroll Staff. All legal obligations contained herein shall survive the expiration of this Agreement should litigation arise from events that occurred during the term of the Agreement.

- d. No Employee Benefits. No Payroll Staff shall be eligible to participate in any of TBP's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs. TBP shall not provide workers' compensation, disability insurance, Social Security, TRS benefits, or unemployment compensation coverage or any other statutory benefits to Payroll Staff. ILTexas agrees that it is solely responsible for reporting, withholding and paying income, Social Security, Medicare and other employment taxes due to the proper taxing authorities with respect to Payroll Staff. TBP agrees not to withhold Social Security, Medicare or income taxes from its payments under this Agreement or to make Social Security or Medicare payments or unemployment compensation contributions on ILTexas's behalf.
7. NON-SOLICITATION. The Parties agree that they may not, during the term of this Agreement and for two (2) years after the expiration or termination of this Agreement, directly or indirectly solicit, induce, recruit or encourage any of the other Party's employees performing under this Agreement to leave their employment without consent of the employing Party.
8. RECORD RETENTION AND ACCESS. ILTexas shall maintain all records, books, and documents related to its performance of the Services under this Agreement in accordance with State and federal law. ILTexas shall provide to TBP all records, books, papers and other documents that relate to this Agreement on a monthly basis as well as make any of the foregoing available upon reasonable request for inspection, review and audit by authorized representatives of TBP or an auditing entity.
9. CONFIDENTIALITY. Except with the prior written consent of the other Party or to the extent required by law, each Party will keep confidential, and will not disclose or use for its benefit or the benefit of any third party, any confidential information obtained from the other Party except in connection with its activities under this Agreement. Confidential information may include, without limitation, information about personnel, funders, clients, operating procedures, strategies, financial results, funding opportunities, and information the Parties may obtain through ordinary course interactions among their respective employees. Confidential information does not include information generally available to the public, independently developed information and information already known by the receiving Party before entering into this Agreement or that is rightfully obtained by the receiving Party from sources other than the other Party to this Agreement. All confidential information furnished under this Agreement will remain the property of the furnishing Party and shall be returned, upon request, to the furnishing Party to the extent possible upon the expiration or termination of this Agreement.

10. TERMINATION.

- a. Termination for Convenience. Either Party may terminate this Agreement by providing written notice of such termination to the other Party, which notice shall take effect ninety (90) days after delivery of the notice by the terminating Party unless another time period is mutually agreed upon.
- b. Immediate Termination. Either Party may terminate this Agreement immediately upon providing written notice of such termination to other Party if: (i) the other Party materially breaches any of its obligations under this Agreement; or (ii) either Party experiences a termination, suspension, or reduction of funding that materially impacts its ability to perform any of its obligations under this Agreement.
- c. Termination for Payroll Staff Performance. Upon providing [thirty (30)] days' written notice to ILTexas, TBP may terminate this Agreement if TBP is dissatisfied with the performance of any Payroll Staff in providing Services to TBP, provided that TBP has provided prior written notice to ILTexas of the performance deficiency and attempted in good faith to work with ILTexas and such Payroll Staff to improve performance. Any termination under this Section will apply only to the provision of Services by such Payroll Staff, and the remainder of the Agreement will remain in full force and effect following such termination.
- d. Disposition of Property. Upon termination of this Agreement, ILTexas shall return all property and Work Product associated with the Services to TBP, and TBP shall pay ILTexas any outstanding or unreimbursed fees and expenses incurred in performance of the Services according to the procedures set forth in Section 6. Each Party shall return to the other Party, at its own expense and as directed by the other Party, any confidential information belonging to the other Party. Both Parties shall cooperate in good faith to bring all activities under this Agreement to an orderly conclusion to minimize any adverse impact.
- e. Survival. The provisions of Sections 5(b), 7–10, 12, and 14, and others where specifically indicated, will survive termination of this Agreement regardless of the reason for such termination.

11. DISPUTE RESOLUTION. The Parties shall notify each other in writing of any intent to pursue a claim against the other for breach of any terms of this Agreement. No suit may be commenced for breach of this Agreement prior to the expiration of ninety (90) days from the date of such notification. Within such ninety-day period, the Parties shall meet for the purpose of attempting resolution of the dispute, including possible mediation.

12. ENTIRE AGREEMENT. *This Agreement constitutes the entire understanding and agreement among the Parties, with respect to the subject matter hereof, superseding all negotiations, prior discussions and prior agreements and understandings relating to such subject matter. Any part of the Agreement declared void or unenforceable in a court of law shall not prevent enforcement of the remainder of the Agreement. Any modification of the Agreement shall be in writing and signed by both Parties.*

13. **GOVERNING LAW AND VENUE.** *This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against TBP shall be subject to the jurisdiction of courts in Dallas County, Texas or Tarrant County, Texas.*
14. **NOTICE.** All notices and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a Party when (a) delivered to the appropriate address below by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by e-mail with confirmation of transmission by the transmitting equipment, or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses designated below (or to such other address, facsimile number or e-mail address as a party may designate by notice to the other parties).

ILTexas:

Tim Brightman
Chief Legal Officer
International Leadership of Texas
1651 N Glenville Dr. #216
Richardson, TX 75081
972-479-9078
jbrightman@iltexas.org

TBP:

Leah Tucker
General Counsel
Trinity Basin Preparatory, Inc.
2730 N. Hwy. 360
Grand Prairie, Texas 75050
(214) 946-9100
ltucker@trinitybasin.net

15. **INDEMNIFICATION.** The Parties agree to assist each other to resolve any potential liability through open, clear, and timely communication. To the fullest extent permitted by law, ILTexas shall indemnify and hold harmless TBP, its directors, officers, agents and employees from and against all liability, loss, expense (including reasonable litigation costs and attorney fees), or claims for injury or damages arising out of the performance of this Agreement (collectively, "Claim") to the extent the Claim arises from the negligence, willful act, breach of contract or violation of law by ILTexas, its employees, agents, contractors or subcontractors. TBP is under no obligation or duty to indemnify, defend or hold harmless ILTexas or any other party under this Agreement. All legal obligations contained herein shall survive the expiration of this Agreement should litigation arise from events that occurred during the term of the Agreement.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement by its duly authorized officer as of the day and year first written above.

Trinity Basin Preparatory:

International Leadership of Texas:

By: _____
Name: Randal C. Shaffer
Title: CEO/Superintendent

By: _____
Name: Eddie Conger
Title: Superintendent

Cover Sheet

CONSIDER/ACT ON RFQ 21-006 FOR ARCHITECTURAL SERVICES FOR NEW CANEY-AREA K-8s, HIGH SCHOOL, AND SUPPORT FACILITIES PROJECTS

Section: VIII. Board Items for Discussion/Action
Item: G. CONSIDER/ACT ON RFQ 21-006 FOR ARCHITECTURAL SERVICES FOR NEW CANEY-AREA K-8s, HIGH SCHOOL, AND SUPPORT FACILITIES PROJECTS
Purpose: Vote
Submitted by:
Related Material: RFQ 21-006 as Posted - New Caney-area K-8s, HS, and Support Facilities Projects.pdf

**International Leadership of Texas
NOTICE OF REQUEST FOR QUALIFICATIONS**

RFQ 21-006 FOR ARCHITECTURAL SERVICES

Closing Date & Time:
August 16, 2021
2:00PM

Contact Information:
Charles Klein
Email: cklein@iltexas.org;
construction@iltexas.org
Tel: (972) 479-9078
Fax: (972) 479-9129
1651 N. Glenville Dr., Ste. 216
Richardson, TX 75081

Request Issued By:
International Leadership
of Texas
(The School)

Contract Period:
Not Applicable
Submittals will be
evaluated after receipt.

Date of Publication:
August 6, 2021

Purpose of Request for Qualifications

Architectural services are required for two new K-8 buildings, a new high school building, and potential housing, cell tower, portables, and central kitchen support buildings in the New Caney area for International Leadership of Texas. This RFQ will allow the School to select the most highly qualified firm for its **New Caney-area K-8s, HS, and Support Facilities Projects.**

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this RFQ Invitation, the accompanying RFQ Forms, and all Terms and Conditions associated with this RFQ Invitation, and
3. That he/she proposes to supply any products or services submitted under this RFQ Invitation in strict compliance with the all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this RFQ is accepted, he/she will furnish all products or services awarded under this Proposal in strict compliance with all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U.S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify the School of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
6. That the proposing organization in compliance with all federal, state, and local environmental codes, laws, and statutes.

Name of Proposing Organization

Date

Address

Signature of Authorized Representative

City, State, Zip

Printed Name of Authorized Representative

Telephone Number of Authorized Representative

Position or Title of Authorized Representative

Fax Number of Authorized Representative

STANDARD TERMS AND CONDITIONS

1. **RFQ SUBMISSION:** Proposal must be submitted utilizing this document only and must reach the School's Business Office on or before the hour on the date specified. Late submittals will be returned unopened. Faxed or emailed proposals will not be accepted.
2. **REJECTION/AWARD:** The School reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to the School and to waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful respondent results in a binding contract without further action by either party.
3. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify a vendor from consideration.
4. **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, a vendor may be removed from approved vendor list.
5. **USE OF BRAND NAMES:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, the School will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.
6. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, Vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Vendor's response, directly or indirectly, through any contact with school board members or other school officials from the date this solicitation is released until the award of a contract by the School's Board of Directors.
7. **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by the School, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
8. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the School and the Vendor or between the School and the Vendor's employees. The School shall not be subject to any obligation or liabilities if the Vendor or his employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Vendor nor its employees shall be entitled to any of the benefits established for school employees, nor be covered by the School's Workers' Compensation Program.
9. **GOVERNMENTAL IMMUNITY:** The Parties are aware that there are constitutional and statutory limitations on the authority of the School (a quasi public entity) to enter into certain types of contracts, including, but not limited to, any terms and conditions relating to liens on the School's 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 the School except to the extent authorized by the laws and Constitution of the State of Texas. Notwithstanding anything to the contrary in this agreement, the Vendor acknowledges, stipulates and agrees that nothing in this agreement shall be construed as a waiver of any statutory or governmental immunity from suit and liability available to the School under applicable law.
10. **INDEMNIFICATION:** Vendor shall indemnify, defend and hold harmless the School, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind in connection with any acts or omission of Vendor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the School is not the cause of the loss, claim, damage expense or cost.
11. **GRATUITIES:** The School may, by written notice to the Vendor, cancel any agreement without liability to the School if it is determined by the School that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the School with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by the School pursuant to this provision, the School shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Vendor without the written permission of the School. Any attempt assignment or delegation by the Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
13. **WAIVER:** No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
14. **MODIFICATIONS:** The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
15. **INTERPRETATION OF EVIDENCE:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
16. **APPLICABLE LAW:** This contract shall be governed by the policies of the School's Board of Directors, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. The School's Board Policies can be accessed by contacting the School.
17. **ADVERTISING:** Vendor shall not advertise or publish, without the School's prior consent, the fact that the School has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.
18. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in Dallas County, Texas.
19. **FUND AVAILABILITY:** Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the School's Board of Directors or otherwise not made available to the School.
20. **TERMINATION:** The School reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the Vendor, for delay or nonperformance by the Vendor or, if it is deemed in the best interest of the School, for convenience.

ARCHITECTURAL SERVICES RFQ SPECIFIC TERMS, CONDITIONS AND INSTRUCTIONS

1. SCOPE OF PROJECT: International Leadership of Texas (the “School”), a Texas open–enrollment charter school, issues this RFQ for Architectural Services in order to select the most highly qualified firm to provide the needed services for its New Caney-area K-8s, HS, and Support Facilities Projects.
2. TYPE AND TERM OF CONTRACT: This is a request for qualifications under which the School may create and maintain a pool of qualified consultants. There is no contract term for this offering.
3. SCOPE OF SERVICES REQUIRED: Architectural Services for Projects, including but not limited to, the following:
 - **Use K-8 and high school prototypes to design K-8 and high school charter schools to serve approximately 1416 and 1208 students, respectively, per campus,**
 - **Assist charter school in selection of Construction Manager at Risk (CM-R),**
 - **Coordinate with charter school officials and consultants on property acquisition, rezoning applications with local governments, negotiation of code compliance issues with local governments, and additional assistance as needed for the charter school to meet local government guidelines,**
 - **Work with CM-R to develop construction plans based off of conceptual design,**
 - **Oversee construction of K-8 charter school in the State of Texas to be opened as soon as possible and/or Aug. 2022,**
 - **Oversee construction of K-8 charter school in the State of Texas to be opened as soon as possible and/or Aug. 2023,**
 - **Oversee construction of HS charter school in the State of Texas to be opened as soon as possible and/or Aug. 2024,**
 - **Oversee construction of all needed support installations, including but not limited to, potential housing, cell tower, portables, and central kitchen, for the above campuses through Aug. 2024.**
4. PROPOSAL EVALUATION: Statements of qualifications shall be opened and reviewed upon receipt. The qualifications package shall demonstrate the respondent’s ability to deliver the architectural services on the basis of demonstrated competence and qualifications. This RFQ is step one in a two-step process and is a qualification-based selection process in accordance with the Professional Services Procurement Act. Cost or price-related evaluation factors will not be included in step one. At the conclusion of step one, the School will compare submittals in order to create a rank-ordering of firms to identify the most highly qualified. Upon approval of the ranking, negotiations may begin in order to reach a contractual agreement for the required services.
 - a. Evaluation Criteria:
 - i. Business Organization/Capabilities – 30%
 - ii. Experience with school design/construction – 10%
 - iii. Experience with Charter School design/construction – 20%
 - iv. Personnel Assigned to Project – 20%
 - v. Client Reference – 20%
5. SCHEDULE OF IMPORTANT DATES
 - a. August 16, 2021, 2:00pm – RFQ due via e-mail to construction@iltexas.org, purchasing@iltexas.org, and cklein@iltexas.org.
 - b. August 17, 2021 – Interviews with finalist (Block this day for potential interviews)
 - c. August 18, 2021 – Ranking of submissions and selection of firm
6. PROPOSAL INQUIRIES: Inquiries pertaining to this offering should be identified by title and date and should be submitted to the contact person identified above either by mail, fax, or e-mail. Inquiries by telephone will not be accepted.

7. PROPOSAL SUBMISSION: **Submit (by e-mail) a .PDF file of each Proposal to construction@iltexas.org, purchasing@iltexas.org, and cklein@iltexas.org. To properly process the submission containing your response, it shall include the following in the Subject line, and it is highly recommended that a Return Receipt be Requested:**

**ARCHITECTURAL SERVICES RFQ 21-006
OPEN UPON RECEIPT**

FORMAT & ORGANIZATION OF SUPPORT MATERIALS

Please address each of the following sections in your statement of qualifications. Your submittal should be submitted with tabs dividing each section of the response.

Responses shall contain the following information and be submitted in the order shown below.

1) LETTER OF INTEREST

A cover letter which shall include a brief statement of interest, availability, and intent to perform services; general qualifications for selection; and describe what makes your firm uniquely qualified to perform Architectural Services, including any superior qualities; and signature of an authorized officer of the Firm who has legal authority in such matters.

2) GENERAL INFORMATION

a) Provide General information for your Firm.

Firm Name _____
Address _____
City _____ State _____ Zip _____

b) Contact Person(s) – limited to two persons per firm/application

Contact No.1

Name _____
Title _____
Telephone _____ Fax _____
Internet/E-mail address _____

Contact No. 2

Name _____
Title _____
Telephone _____ Fax _____
Internet/Email address _____

c) Type of organization:

_____ Sole proprietorship (individual) _____ Partnership
_____ Professional corporation _____ Corporation
_____ Joint venture _____ other _____

3) COMPLETED DISCLOSURE FORMS AND CERTIFICATIONS (attached)

4) FIRM BACKGROUND AND STAFF

Year present firm established _____

Name of parent company, if any _____

Address _____

List principals of firm _____

Former company name(s), if any, and year(s) established:

Name _____ Year _____ To _____

Name _____ Year _____ To _____

Name _____ Year _____ To _____

Number of employees in firm locally: _____

Total of employees in firm (all office locations): _____

Who will be your designated representative assigned to the School?

Who is the senior member of the firm assigned to the School?

Number of persons with firm: _____

5) INSURANCE REQUIREMENTS

- a) The Charter requires all Vendors to carry professional liability, general liability, auto liability and umbrella liability, and worker’s compensation/employer’s liability insurance coverage. Professional liability insurance should remain in force during the term of contract and for one year following substantial completion of a project.
- b) Please state the carrier, agent, amount, expiration date and length of time you have maintained coverage for professional liability, general liability, auto liability and umbrella liability, and worker’s compensation/employer’s liability insurance coverage. Provide a sample certificate of insurance.

6) CLAIMS

Identify all building projects within the past five (5) years on which Firm, or Firm’s agents, employees or consultants, have rendered professional services wherein a construction or design claim has been asserted. “Claim” means litigation, submission to a dispute resolution board, or the use of the other alternate dispute resolution such as mediation or arbitration. For each such project identified, please state the nature and description of the claim, including alleged claims for professional errors or omissions, contract extras, delay, disruption or impact claims, time extension claims, or other similar claims; including the identity of the owner, Firm or consultant, and contractor, whether Firm, or Firm’s agents, employees or consultants, was a party or alleged to have some responsibility for the claim, and the disposition of the matter.

7) PERSONNEL QUALIFICATIONS

List the names and qualifications of consultant’s personnel proposed for the Qualification Statement. The education, experience, capabilities, and accomplishments of the key design team members who would be assigned to a project. Include brief resumes (1 page or less) of these individuals as well as, any licenses or certifications that they currently hold.

8) ORGANIZATIONAL CHART

Organizational chart, proposed schedule, and summary report reflecting the respondent’s approach and factors to be considered designing these projects. Description of planned effort to provide quality work, meet schedules, and work within an agreed upon budget for construction

9) CURRENT CLIENTS/CURRENT PROJECTS

a) List the total number of local projects currently in progress, including renovations and additions:

	Project Type	New Construction	Renovation/Addition	% Complete
A.	High Schools			
B.	Elementary and Middle Schools			
C.	Administrative/Support Facilities			
D.	Athletic Facilities/Gyms/Field Houses			
E.	Specialized Educational Facilities			
F.	Charter School Facilities			
G.				
H.				
I.				

b) All projects of any type currently in progress and the name and phone number of the owner’s representative

i) Project _____
 Organization _____
 Contact person/title _____
 Phone number _____
 Project description _____
 # of Change Orders _____ Size (S.F.) _____ Cost \$ _____

ii) Projects _____
 Organization _____
 Contact person/title _____
 Phone number _____
 Project description _____
 # of Change Orders _____ Size (S.F.) _____ Cost \$ _____

iii) Projects _____
 Organization _____
 Contact person/title _____
 Phone number _____
 Project description _____
 # of Change Orders _____ Size (S.F.) _____ Cost \$ _____

10) COMPLETED PROJECTS/EXPERIENCE PROFILE

a) List the total number of completed projects for the last five years, including renovations and additions:

	Project Type	New Construction	Renovation/Addition	% Complete
A.	High Schools			
B.	Elementary and Middle Schools			
C.	Administrative/Support Facilities			
D.	Athletic Facilities/Gyms/Field Houses			
E.	Specialized Educational Facilities			
F.	Charter School Facilities			
G.				
H.				
I.				

b) State number of firm's educational projects for each of the following years and total dollar figure:

2017 _____ \$ _____ 2018 _____ \$ _____
 2019 _____ \$ _____ 2020 _____ \$ _____

- c) Please list five education-related projects that would be representative of your firm’s work and services provided within the last three years.

Total number of educational clients in the past three years _____

i) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

ii) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

iii) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

iv) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

v) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

- d) List of completed projects involving new construction and renovation of school spaces that have been successfully completed. The list shall indicate the project name, owner, owner’s contact, prime consultant, start and completion dates, size, budget, final cost, cost overruns, and a brief description of each project. Identify projects that have been designed but have not been built.

11) CURRENT WORKLOAD

List Current workload and availability to commence services (as projects demand) immediately after being selected by the School.

12) PROFESSIONAL SERVICES (BASIC SERVICES) PROVIDED BY FIRM

- a) Summarize services provided to the owner as part of the basic services. Please indicate services offered from listing found above in this RFQ:

- b) Other advantages offered by the firm or unique qualifications that would be of benefit to the School:

13) TECHNOLOGY/ELECTRONIC DATA

- a) The School requires service providers to grant to the School a license to reproduce any and all documents, including drawings, specifications, CAD drawings, etc., for purposes of use and maintenance of the building, future alterations to the building, or future additions to the building by other Consultants, assuming the author of such works would not be liable for derivative works.

Will you comply with this request? _____ Yes _____ No

- b) Please attach any additional information and/or brochures regarding technology that would provide additional information about your firm in relation to this request.
- c) Describe software and other technology utilized in delivery of services offered.

14) APPLICATION SIGNATURE

Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the media in any form, electronic or printed, any appointed official or officer of the School, or any employee, agent or other representative of the School, unless specifically allowed to do so by the School.

The information contained herein is true and accurate to the best of my knowledge. By signing below, the firm agrees to allow the School to check references given and that the information regarding the size and scope of each project is accurate. Further, the signature below certifies that this Qualification Statement has been completed with no consultation, collaboration or conversation with other firms competing on the same project.

NAME (Please print or type)

TITLE

DATE

SIGNATURE

Felony Conviction Disclosure Statement

Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a), states “[a] person or business entity that enters into a contract with a school district must give advance notice to Cumberland if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “[a] school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name

Signature of Authorized Company Official

Authorized Company Official's Name (Please Print)

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Out of State Certification

As defined by Section 2252.001 of the Texas Government Code, a “nonresident proposer” means a proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “**Resident Proposer**”:

Company Name (Please Print)

I certify that my company qualifies as a “**Nonresident Proposer**”
(NOTE: You must furnish the following information :)

Indicate the following information for your “**Resident State**”: (The state your principal place of business is located in)

Company Name

Address

City

State

Zip Code

A. Does your “resident state” require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)

Yes

No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

Certification: I certify that the information provided above is correct.

Signature of Authorized Representative

Name (Please Print)

Title



**State of Texas
Health & Human Services Commission
Child Support Certification**

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the Vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security	#
-------------	------------------------	----------

--

III.

As required by Section 231.006, the undersigned certifies the following:

“Under Section 231.006, Family Code, the Vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

Signature

Title

Printed Name

Date

	NON COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT
<p>By submission of this proposal, the Vendor certifies that: (a) the proposal has been independently arrived at without collusion with any other vendor or with any competitor. (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.</p>	
<ul style="list-style-type: none"> I certify that the above information is true and correct. <input type="checkbox"/> YES 	

	CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS
--	--

<p>This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, <i>Federal Register</i> (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.</p>	
<p>1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.</p>	
<p>2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.</p>	
PR/Award # or Project Name:	
Check applicable box	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> I (We) certify that our company has not been debarred and is not participating in lobbying activities. 	
<ul style="list-style-type: none"> See attached explanation and complete disclosure forms. 	

	CLEAN AIR & WATER ACT CERTIFICATION (This is a Federal requirement)
<p>I certify that my company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.</p>	

	CERTIFICATION REGARDING LOBBYING for FEDERAL FUNDS - Applicable to grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.
--	--

Submission of this certifications a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement the undersigned shall complete and submit StandardForm-LLL, "Disclosure of Lobbying Activities" Form in accordance with its instructions.

(3) The undersigned shall required that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Check applicable box	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> I (We) certify that our company has not been debarred and is not participating in lobbying activities. 	
<ul style="list-style-type: none"> See attached explanation and complete disclosure forms. 	

I (We) the undersigned, agent for the firm, named below certify that all information in the above certifications is true and correct to the best of my knowledge.

Name/Title: _____ **Company Name:** _____
Original Signature: _____ **Date** _____

DRAFT AIA® Document B101™ - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

International Leadership of Texas
1651 N. Glenville Dr., #216
Richardson, Texas 75081

and the Architect:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

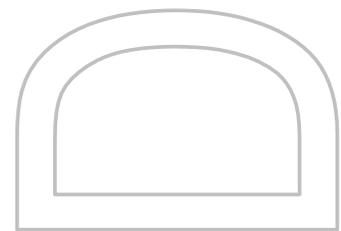
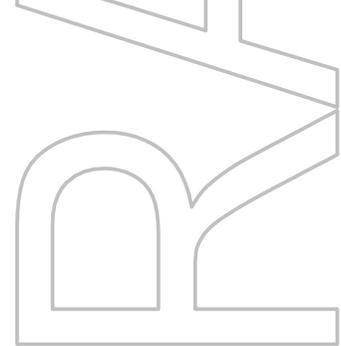
Design and construction of HS charter school building, JROTC building, and portables installations.

The Owner and Architect agree as follows.



ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

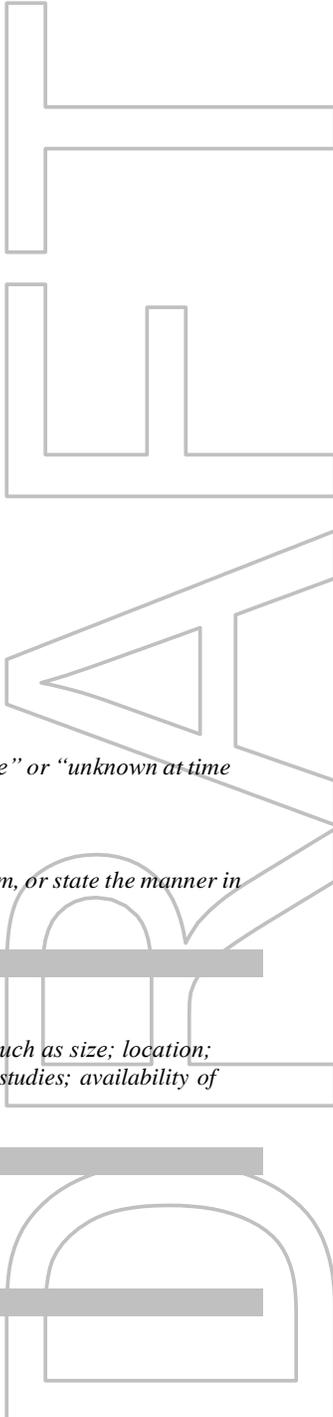


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User Notes: (1466923599)

TABLE OF ARTICLES

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- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT



ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

<< >>

.2 Construction commencement date:

<< >>

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

<< >>

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Management at Risk

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project: (Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

<< >>

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

Charles Klein, Senior Executive Director of Construction email: cklein@iltexas.org
Eddie Conger, Founder/Superintendent email: econger@iltexas.org

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows: (List name, address, and other contact information.)

<< >>

§ 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

<< >><< >>
<< >>
<< >>
<< >>
<< >>
<< >>

.2 Civil Engineer:

« »« »
« »
« »
« »
« »

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

« »
« »
« »
« »
« »
« »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« »« »
« »
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.2 Mechanical Engineer:

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.3 Electrical Engineer:

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§ 1.1.11.2 Consultants retained under Supplemental Services:

« »

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User Notes:

(1466923599)

§ 1.1.12 Other Initial Information on which the Agreement is based:

<< >>

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 In performing the work Architect will meet with authorities of local jurisdiction to expedite site planning, building solutions, and code conformance (including city manager, planning/zoning, building department, police, fire, water utilities, etc.).

§ 2.2.2 As a part of the permit drawings, Architect will prepare a life safety drawing to describe the exiting strategy for the site.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than **one million** (\$ **1,000,000**) for each occurrence and **two million** (\$ **2,000,000**) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **one million** (\$ **1,000,000**) per accident for bodily injury, death of any person, and property

damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. The certificates will include:

- .1 A Broad Form C G L Endorsement.
- .2 A Waiver of Subrogation Endorsement, including waiver of subrogation for amounts less than any applicable deductible, shall be included in favor of Owner, and its Officers, Employees and Agents.
- .3 Thirty (30) day notice of cancellation or material change endorsement in favor of Owner.
- .4 Issuance upon an "occurrence," as distinguished from a "claims made," basis and shall be continued for a period of one (1) year after the completion of the Services for the Project;
- .5 The Owner being named as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

§ 2.6 Unless different coverage is agreed to in advance by the Owner, all engineers and other Consultants retained by the Architect, or retained at Architect's expense, shall carry and produce, if requested, evidence of the same amounts of insurance coverage under the same conditions as described in Section 2.5 above.

§ 2.7 The Architect shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services shall consist of those described in Article 3 and any other services identified as part of the Basic Services, and include all civil, structural, mechanical, electrical, and plumbing engineering services. Services not set forth in Article 3 are Additional Services unless otherwise stipulated herein.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

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provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. The Architect shall bear any remedial costs to correct or replace Work not designed in compliance with current federal, state, or local laws at the time the Project is designed and constructed.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 The Architect must perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect. The Architect shall be responsible to the Owner for all costs and damages resulting from (1) non-workability of design details, (2) failure of the Architect to comply with the terms of this Agreement, and (3) errors and omissions of the Architect. The Architect shall be responsible to the Owner for costs and damages due to design error or omission provided such costs and damages result from work that has to be re-done due to such error or omission.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. To the extent the Owner will stipulate a construction budget limitation for the Project, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3. To the extent the Owner will stipulate a construction budget limitation for the Project, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall develop and prepare, subject to the review and approval of the Owner, (1) bidding or proposal and procurement information that describes the time, place and conditions for bidding or proposals, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3. To the extent the Owner has stipulated a construction budget limitation for the Project, as may be amended pursuant to

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Section 3.4.1, such estimated Cost of the Work shall not exceed the Owner's budget limitations, unless agreed to in writing by the Owner.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 CONSTRUCTION PROCUREMENT SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in publicly advertising the Project in accordance with public procurement laws. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in

(1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 PROPOSAL DOCUMENTS

§ 3.5.2.1 Proposal Documents (the "Proposal Documents") shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.2.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of the Proposal Documents for distribution to prospective proposers. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

§ 3.5.2.3 If requested by the Owner, the Architect shall distribute the Proposal Documents to prospective proposers and request their return upon completion of the proposal process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective proposers.

§ 3.5.2.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective proposers.

§ 3.5.2.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-proposal conference for prospective proposers.

§ 3.5.2.6 The Architect shall timely prepare responses to questions from prospective proposers and provide clarifications and interpretations of the Proposal Documents to all prospective proposers in the form of addenda.

§ 3.5.2.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the proposals. The Architect shall subsequently document and distribute the proposal results, as directed by the Owner.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not

have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide the Construction Phase Services for each of the Projects pursued by the Owner commences with the award of the initial Contract for Construction for that Project and terminates at final completion, plus services required under this Agreement in connection with the contractual correction period.

§ 3.6.1.4 The Architect shall report known building deficiencies to the Contractor for a period of one year from the date of Substantial Completion, from each Project, reporting deficiencies in the Work uncovered, monitoring the correction of deficiencies cited and furnishing the Owner with written notification of completed corrections. The one-year period shall be extended to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The Architect shall, at the Owner's request, perform a site visit to re-evaluate and report on the Work approximately eleven (11) months after the date of Substantial Completion.

§ 3.6.1.5 Warranty Phase - The Architect shall be responsible for reporting all known deficiencies in the Work to the Contractor for a period of one year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of completed corrections. The one-year period shall be extended to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, but in no case less than one (1) visit per week, to generally become familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will provide continuous on-site observation during all concrete pours that are contributory to the structural integrity of the building and site. Additionally, the Architect shall visit the site prior to the cover up of major portions of completed work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor; and (2) defects and deficiencies observed in the Work. Furthermore, a minimum of two (2) job-site meetings per month shall be initiated by the Architect, and shall include the Owner, the Architect, the General Contractor's Project Manager, the General Contractor's Project Superintendent and any others deemed necessary. Said meetings will commence at the time of Construction commencement and shall cease after Substantial Completion of the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. The Architect shall be required to promptly notify the Owner of any nonconforming Work, and shall reject such nonconforming work unless the Owner objects to the rejection, in writing, within 24 hours of such notification. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall provide reasonable advanced notice to and request and receive advance written approval from the Owner where additional inspection or testing will result in additional cost to the Owner. However, neither this authority of the Architect, nor a decision made in good faith either to exercise, or not to exercise, such authority, shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. The Architect shall

render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. The Architect's interpretations and opinions on matters relating to aesthetic effect shall be final, if consistent with the Contract Documents, and approved by the Owner.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the

specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule. No charges for Additional Services will be incurred by the Architect without the prior written approval of the Owner.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by material decisions of the Owner not rendered in a timely manner or any other material failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect’s notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner’s determination. The Owner shall compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s notice.

- .1 deleted;
- .2 deleted;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor’s proposals and supporting data, or the preparation or revision of Instruments of Service;

- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « » (« ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « » (« ») visits to the site by the Architect during construction
- .3 « » (« ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « » (« ») inspections for any portion of the Work to determine final completion.
- .5 The Architect will make as many visits as reasonably necessary to verify completion of all previously identified incomplete work items.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided under this Agreement, the Owner shall provide information as requested, if available, in a timely manner regarding its requirements, objectives, scheduling and limitations for the Project.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 At the Owner's discretion, and if applicable to the Project, the Owner shall furnish services of geotechnical engineers, which may include, without limitation, test borings, test pits, determinations of soil bearing values; percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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User Notes: (1466923599)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections, and reports required by law or the Contract Documents.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Architect shall verify the Architect's duties and responsibilities set forth in the Contract for Construction, when compared with the Architect's services set forth in this Agreement, and shall prepare an amendment to this Agreement, and/or modify the Project agreement attached as Exhibit A, as may be applicable, for the Owner's approval, when Additional Services are required under the Contract for Construction or other modifications are appropriate.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project, as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Project, represent the Architect's judgment as a design professional familiar with the construction industry in the locality of the Project. It is recognized that the Cost of the Work cannot exceed the Project budget as stipulated in the Initial Information, unless agreed to, in writing, by the Owner.

§ 6.3 deleted.

§ 6.4 deleted.

§ 6.5 If at any time the **Construction Manager's** estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work, or the budget as adjusted under Section 6.6.1.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The reproducible sepia mylars, specifications in Microsoft Word, AutoCAD (hard copy and CD computer disks) using current latest version, observation reports and other construction documents of any kind shall be the property of the Owner, upon their completion. The Owner releases the Architect and Architect's consultants from all liability if any such documents are repeated or modified without the Architect's knowledge. The Owner may not use the documents for construction of any other project or facility without the written consent of Architect, which shall not be unreasonably withheld. The Architect will furnish the Owner a complete set of reproducible documents at the Architect's reproduction and delivery cost.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service, which can be used by the Owner for the purposes of constructing, using, occupying, maintaining, completing, altering and/or adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement.

§ 7.3.1 Except for the licenses granted in Section 7.3, no other license or right shall be deemed granted or implied under this Agreement. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 7.3. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use or misuse by the Owner of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.

§ 8.1.2 deleted.

§ 8.1.3 deleted.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter arising out of or related to this Agreement may, only upon mutual agreement by both parties, be submitted to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

§ 8.2.2 The Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by informal negotiation or mediation, if agreed to by the parties. Mediation costs shall be shared equally by the parties. Nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters between the parties.

§ 8.2.3 If the parties do not resolve a dispute pursuant to this Section 8.2, the method of binding dispute resolution shall be by litigation in a court of competent jurisdiction.

§ 8.2.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 deleted.

§ 9.2 deleted.

§ 9.3 deleted.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of any termination of this Agreement, the Architect shall be paid the fee owed, based upon the Architect's services performed to the date of notice of termination, together with Reimbursable Expenses then due.

§ 9.7 deleted.

§ 9.8 deleted.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service, in the event of termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Texas. Venue for any legal proceedings related to this Agreement lies solely in the county in which the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement, unless previously agreed to by both parties or where required by law.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

§ 10.10 The Architect shall comply with the provisions of Section 22.08341 of the Texas Education Code and Section 153.1117 of the Texas Administrative Code. The form of certification by the Architect shall be supplied by the Owner, and must be supplemented by the Architect as required by law, or as requested by the Owner.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

(Insert amount)

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« »

.2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« »%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« »	percent (« »	%)
Design Development Phase	« »	percent (« »	%)
Construction Documents Phase	« »	percent (« »	%)
Procurement Phase	« »	percent (« »	%)
Construction Phase	« »	percent (« »	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect’s consultants directly related to the Project, as identified in the following clauses:

- .1 Out-of-town transportation and subsistence, when approved in advance by the Owner;
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 Reproductions, plots, standard form documents, and courier expenses;
- .4 Expenses of overtime Work requiring higher than regular rates, if authorized in advance by the Owner, and if necessitated by changes made by the Owner or other acts of the Owner;
- .5 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .6 Site office expenses; and
- .7 Other similar Project-related expenses, if approved in advance by the Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants, subject to the limitations of Section 11.8.1, plus « » percent (« » %) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 deleted.

§ 11.10.1.2 Unless otherwise agreed, payments for undisputed amounts are due and payable thirty (30) days from the date of the Architect’s invoice. Payments for services shall be made monthly in proportion to services performed. Undisputed amounts unpaid thirty-one (31) days after the invoice date shall bear 6% interest.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

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« » % « »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Indemnity

§ 12.1.1 To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its directors, officers, agents and employees (the “Indemnitees”) from and against claims, damages, losses and expenses, including without limitation, attorney’s fees, arising out of or relating to this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, to the extent such claim, damage, loss or expense is caused, in whole or in part, by the negligence or fault, strict liability, breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or breach of contract by any person or entity other than the Indemnitees, including that of the Architect, the Architect’s consultants or subcontractors of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

§ 12.1.2 In the event of any claim alleging partial, contributory, concurrent, or joint wrongful conduct of the Indemnitees that is not covered under the Architect’s indemnity obligations under Section 12.1, the Architect shall be obligated to reimburse the Owner for its reasonable attorneys’ fees in proportion to the Architect’s liability, as such may be agreed to by the Architect or found by a trier of fact.

§ 12.1.3 The defense, indemnity and reimbursement obligations in Section 12.1 shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the party or persons described in this Section 12.1, or elsewhere in the Agreement. These defense, indemnity and reimbursement obligations shall not be limited by any limitation on the amount or type of compensation, benefits or damages payable by or for the Architect under any workers’ compensation or other benefits laws, or by the limits of any insurance of the Architect. These defense, indemnity and reimbursement obligations shall survive completion of the Architect’s services or early termination of the Agreement.

§ 12.1.4 The Architect acknowledges that the Owner shall have no obligation to supervise performance of the Work or Work Site for safety, nor does the Owner exercise any control over the means and methods of construction employed by the Construction Manager, Subcontractor of any tier, or anyone directly or indirectly employed by them. The Architect further acknowledges that the Owner’s liability for claims of personal injury, death, or property damage are limited by Section 95.003 of the Texas Civil Practice and Remedies Code, as well as the privileges and immunities enjoyed by Owner as a governmental unit of the State of Texas.

§ 12.1.5 The Architect shall provide workers’ compensation insurance coverage for each employee of the Architect employed on the Project, and shall require the same of its Consultants and Subconsultants of any tier. The Architect and each Consultant or Subconsultant of any tier shall be required to provide certificates of this coverage to the Owner.

§ 12.1.6 To the extent any of the obligations in this Section 12.1 violate applicable law, the obligation(s) will be reformed or severed to the minimum extent necessary to comply with applicable law in order to provide the maximum protection to the Indemnitees.

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User Notes:

(1466923599)

§ 12.2 License Authority: The following information is included in this Agreement pursuant to Article 249a of the Texas Civil Statutes. The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Contact information: Texas Board of Architectural Examiners
PO Box 12337
Austin, TX 78711
[333 Guadalupe, 2-350, Austin, Texas 78701
Tel.: 512.305.9000 Fax: 512.305.8900
www.tbae.state.tx.us.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

« »

3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- [« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

- [« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

«Request for Qualifications»

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

« »« »

(Printed name, title, and license number, if required)

Cover Sheet

CONSIDER/ACT ON RFQ 21-007 FOR CONSTRUCTION MANAGEMENT SERVICES FOR NEW CANEY-AREA K- 8s, HIGH SCHOOL, AND SUPPORT FACILITIES PROJECTS

Section: VIII. Board Items for Discussion/Action
Item: H. CONSIDER/ACT ON RFQ 21-007 FOR CONSTRUCTION
MANAGEMENT SERVICES FOR NEW CANEY-AREA K-8s, HIGH SCHOOL, AND
SUPPORT FACILITIES PROJECTS
Purpose: Vote
Submitted by:
Related Material:
RFQ 21-007 as Posted - New Caney-area K-8s, HS, and Support Facilities Projects.pdf

International Leadership of Texas NOTICE OF REQUEST FOR QUALIFICATIONS

RFQ 21-007 FOR CONSTRUCTION MANAGEMENT SERVICES

Closing Date & Time:
August 16, 2021
2:00PM

Contact Information:
Charles Klein
Email: cklein@iltexas.org;
construction@iltexas.org
Tel: (972) 479-9078
Fax: (972) 479-9129
1651 N. Glenville Dr., Ste. 216
Richardson, TX 75081

Request Issued By:
International Leadership
of Texas
(The School)

Contract Period:
Not Applicable
Submittals will be
evaluated after receipt.

Date of Publication:
August 6, 2021

Purpose of Request for Qualifications

Architectural services are required for two new K-8 buildings, a new high school building, and potential housing, cell tower, portables, and central kitchen support buildings in the New Caney area for International Leadership of Texas. This RFQ will allow the School to select the most highly qualified company for its **New Caney-area K-8s, HS, and Support Facilities Projects**.

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this RFQ Invitation, the accompanying RFQ Forms, and all Terms and Conditions associated with this RFQ Invitation, and
3. That he/she proposes to supply any products or services submitted under this RFQ Invitation in strict compliance with the all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this RFQ is accepted, he/she will furnish all products or services awarded under this Proposal in strict compliance with all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the individual, company and/or any principal of the company on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U.S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify the School of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
6. That the proposing organization in compliance with all federal, state, and local environmental codes, laws, and statutes.

Name of Proposing Organization

Date

Address

Signature of Authorized Representative

City, State, Zip

Printed Name of Authorized Representative

Telephone Number of Authorized Representative

Position or Title of Authorized Representative

Fax Number of Authorized Representative

STANDARD TERMS AND CONDITIONS

1. **RFQ SUBMISSION:** Proposal must be submitted utilizing this document only and must reach the School's Business Office on or before the hour on the date specified. Late submittals will be returned unopened. Faxed or emailed proposals will not be accepted.
2. **REJECTION/AWARD:** The School reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to the School and to waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful respondent results in a binding contract without further action by either party.
3. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify a vendor from consideration.
4. **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, a vendor may be removed from approved vendor list.
5. **USE OF BRAND NAMES:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, the School will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.
6. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, Vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Vendor's response, directly or indirectly, through any contact with school board members or other school officials from the date this solicitation is released until the award of a contract by the School's Board of Directors.
7. **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by the School, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
8. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the School and the Vendor or between the School and the Vendor's employees. The School shall not be subject to any obligation or liabilities if the Vendor or his employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Vendor nor its employees shall be entitled to any of the benefits established for school employees, nor be covered by the School's Workers' Compensation Program.
9. **GOVERNMENTAL IMMUNITY:** The Parties are aware that there are constitutional and statutory limitations on the authority of the School (a quasi public entity) to enter into certain types of contracts, including, but not limited to, any terms and conditions relating to liens on the School's 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 the School except to the extent authorized by the laws and Constitution of the State of Texas. Notwithstanding anything to the contrary in this agreement, the Vendor acknowledges, stipulates and agrees that nothing in this agreement shall be construed as a waiver of any statutory or governmental immunity from suit and liability available to the School under applicable law.
10. **INDEMNIFICATION:** Vendor shall indemnify, defend and hold harmless the School, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind in connection with any acts or omission of Vendor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the School is not the cause of the loss, claim, damage expense or cost.
11. **GRATUITIES:** The School may, by written notice to the Vendor, cancel any agreement without liability to the School if it is determined by the School that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the School with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by the School pursuant to this provision, the School shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Vendor without the written permission of the School. Any attempt assignment or delegation by the Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
13. **WAIVER:** No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
14. **MODIFICATIONS:** The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
15. **INTERPRETATION OF EVIDENCE:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
16. **APPLICABLE LAW:** This contract shall be governed by the policies of the School's Board of Directors, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. The School's Board Policies can be accessed by contacting the School.
17. **ADVERTISING:** Vendor shall not advertise or publish, without the School's prior consent, the fact that the School has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.
18. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in Dallas County, Texas.
19. **FUND AVAILABILITY:** Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the School's Board of Directors or otherwise not made available to the School.
20. **TERMINATION:** The School reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the Vendor, for delay or nonperformance by the Vendor or, if it is deemed in the best interest of the School, for convenience.

CONSTRUCTION MANAGEMENT SERVICES RFQ SPECIFIC TERMS, CONDITIONS AND INSTRUCTIONS

1. **SCOPE OF PROJECT:** International Leadership of Texas (the “School”), a Texas open–enrollment charter school, issues this RFQ for Construction Management Services in order to select the most highly qualified company to provide the needed Construction Manager at Risk (CMAR) services for its New Caney-area K-8s, HS, and Support Facilities Projects.:
 - **Construct two K-8 charter schools (1-2 stories, approx. 115,000 sq ft each) to serve approximately 1416 students each near the New Caney, Texas area to be opened as soon as possible and/or Aug. 2022 and Aug. 2023,**
 - **Construct high school charter school (2 stories, approx. 120,000 sq ft each) to serve approximately 1208 students near the New Caney, Texas area to be opened as soon as possible and/or Aug. 2024,**
 - **Construct all needed support installations, including but not limited to, potential housing, cell tower, portables, and central kitchen, for the above campuses through Aug. 2024.**

YOU MAY BID FOR ALL OR PART OF THE ABOVE PROJECTS. YOUR RESPONSE SHOULD BE EXCEEDINGLY CLEAR AS TO THE PROJECTS FOR WHICH YOU ARE BIDDING.

2. **TYPE AND TERM OF CONTRACT:** This is a request for qualifications under which the School may create and maintain a pool of qualified consultants. There is no contract term for this offering.
3. **SCOPE OF SERVICES REQUIRED:** Construction Management Services for Projects, including but not limited to, the following:

A. MINIMUM SCOPE OF WORK - CONSTRUCTION MANAGER AT RISK (CMAR)

The School is seeking the services of a CMAR with the compatible experience, style and approach to provide planning, preconstruction and construction services for this project. Working collaboratively with School and the entire project team, the CMAR will be required to provide the following services.

1. Pre-Construction Services

- Design Coordination:** Work in coordination with architects, engineers, surveyors and other design consultants with an eye toward maximizing value and functionality, but minimizing costs. Develop a prototype layout and systems design to be used with the school in partnership with the design team.
- Construction Strategy:** Advise the project team on construction strategies including, but not limited to, construction management, construction methods, phasing and sequencing, permitting, materials procurement, bidding and subcontracting, staging, and commissioning throughout the project.
- Constructability Analysis:** Advise the project team on the construction ramifications of design alternatives of all building systems, throughout the preconstruction process. Support the design teams’ investigation of similar projects, material/system alternatives, sustainability issues, geotechnical conditions, etc.
- Construction Cost Estimating & Control:** Prepare and update construction budgets and estimates. Provide construction cost estimating of design components and system alternatives (including MEP systems). Provide value analysis on a continuous basis. Produce a construction cost estimate for presentation to the Owner and architect.
- Construction Duration Estimating:** Due to the nature of this project and typical schedule requirements, advise the project team of the construction duration implications of design scheme alternatives utilizing “just in time” and pull-schedule techniques. Provide an

updated construction duration schedule estimate at each milestone of design for review by the Owner and architect.

- Construction Procurement: Develop and execute a comprehensive bidding and procurement plan for review by the Owner and architect. The procurement plan should include timing, long-lead item planning, competitive bidding of subcontractors, detailed evaluation of proposals by all project team members, contract negotiations, etc.

2. Construction Services

- Execute construction of all portions of the project in compliance with the construction documents and all applicable laws, ordinances and codes.
- Retain full responsibility for the project site and the actions of all employees/subcontractors throughout construction.
- Construction responsibilities includes, but is not limited to, the following activities: construction planning, implementation, safety management, schedule management, material management, change management, quality control, permitting/inspections, coordination with Owner operations, commissioning and Owner O&M support, and project closeout.

3. Additional Owner Expectations

During the phases outlined herein, School will have the following expectations of the CMAR:

- Include comprehensive notes for each meeting attended as well as final reports to the Owner at the end of each phase that deals with construction schedules, project costs, constructability, etc.
- If required, Payment and Performance Bonds will be delivered required within ten (10) days of execution of the CMAR GMP contract.
- The CMAR Project Manager and the estimator shall attend and actively participate in regular meetings with the Owner and Architect to review project status and review and update the construction cost estimate.
- The CMAR will be accountable for the construction budget through the completion of the project.
- The CMAR will prepare, and periodically update, a Project Schedule for the Architect's and the Owner's review.
- During the preparation of the Construction Documents, the CMAR shall update and refine the cost estimate at established milestones, i.e., 25% and 50%. The CMAR shall do this with input from Subcontractors.
- At each project development milestone, each estimate shall be in a format that allows comparison from one milestone to the next.
- If any estimate submitted to the Owner exceeds previously approved estimates the CMAR shall make recommendations to the Owner and Architect to reduce the cost of the project.
- CMAR shall recommend to the Owner and Architect a schedule for procurement of long-lead time items that will constitute part of the Work as required to meet the Project schedule.

4. Prior to commencing any work on this Project, CMAR will certify, on a form provided by School, that, for each employee of Offeror and each employee or independent contractor of Offeror or Offeror's Subcontractors who (1) will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee), and (2) will have continuing duties related to the Project, the Offeror has obtained, as required by Texas Education Code Section 22.08341 and 19 Texas Administrative Code Sections 153.1101 and 153.1117:

- national criminal history record information from a law enforcement or criminal justice agency for each employee of Offeror hired before January 1, 2008;
- national criminal history record information from the Texas Department of Public Safety for each employee of Offeror hired on or after January 1, 2008; and
- national criminal history record information from the Texas Department of Public Safety for each employee or independent contractor of each Subcontractor of Offeror during Contract Term.

Any employee or independent contractor of a contractor or subcontractor who will have direct contact with students must not have been convicted of an offense identified in Texas Education Code Section 22.085 (or any higher standard established by School).

B. CONSTRUCTION PHASE – SERVICES FEE AND GENERAL CONDITIONS

The below listed items will be expected in the Services Fees and General Conditions when contracting (***Please Note: Fee percentages are NOT being requested in this phase of the RFQ process. This list is purely for explanation of what is expected when fees are discussed.***):

1. CMAR Construction Phase Services Fee - Overhead and profit as a percentage of the Cost of the Work including:

- General home office overhead
- Association dues
- All employee benefits
- Home office personnel assigned to the project
- All accounting and audit fees

2. Project Specific Overhead (i.e. General Conditions)

General Conditions – Personnel: CMAR staff with payroll burden, to be employed to support the Project including all costs related to company vehicles (including but not limited to the following:)

- Project Executive
- Project Manager on site
- Superintendent(s) on site
- Assistant Superintendent(s)
- MEP Coordinator on site
- Project Engineer(s)
- Safety Officer
- Support Staff

General Conditions – Other (including but not limited to the following:)

- Senate Bill 9 requirements (80th Leg. R.S. (2007))
- Field Office – On site temporary facilities and/or trailer rental (adequate space for CMAR staff and weekly project meetings)
- Safety Training, Programs & First Aid Supplies
- Hard hats, safety vests & goggles
- Project office supplies costs, water, ice, coffee, cups, etc.
- Office equipment including copiers, furniture, etc. maintenance,
- Material Handling & Forklift

- Building Startup Power
- Drug Screening Costs
- Aerial photos (monthly)
- Engineering (survey & layout)
- Erosion Control
- Computers, phones & communication
- Construction Fencing
- Jobsite Signage
- Mobilization/Demobilization Costs
- Personnel Relocation
- Postage and Shipping Costs
- Project Controls Systems
- Project Closeout
- Project Office Equipment (copier, fax and furnishings)
- Record Drawings production and printing
- Rubbish Clean-up
- Payroll/Taxes/Insurance
- Shop Drawings / Blue Printing / Printing / Copying with all shipping and handling costs for submittals from General Contractor to Subs and Architect/Engineers Offices
- Site Photography and Videotaping
- Small Tools and communication devices
- Storage Trailers Rental
- Applicable Taxes and Required Permits, other than Building
- Temporary Electric/Water/Sewer (connections & service)
- Temporary Fire Protection Devices
- Toilets (temporary)
- Covered walkways, temp sidewalks and other sidewalk and construction area protection
- Travel & Lodging
- Vehicles/Fuel
- Insurance (all insurance associated with the project)
- Warranties/Warranty Inspection
- Waste Disposal and Dumpsters
- Watchman/Security
- Clean-up (General, including but not limited to site cleanup)
- Clean-up (Substantial and Final)
- Landscape Restoration

3. Alternates - General Conditions

- Payment and Performance Bond – Provide a percentage of the total construction price for a Payment and Performance Bond.

B. CONSTRUCTION PHASE – BIDDING and PROCUREMENT

1. In obtaining bids from sub-contractors and suppliers to arrive at a Guaranteed Maximum Price (GMP) for the projects, the Construction Manager-At-Risk (CMAR) shall comply with all requirements and procedures set forth in Texas Government Code § 2269.

2. In order to receive profit on project work or materials, the CMAR must receive a minimum number of bids on the project work and materials from subcontractors and material suppliers (including GC bid if submitted). The minimum number of bids required is established as follows:
 - For work and/or material value of \$0-50,000, the minimum number of bids that must be received is three (3);
 - For work and/or material value of \$50,001 and above, the minimum number of bids that must be received is three (3);
 - For work and/or material value that the minimum number of bids is not received and the work is self-performed the cost shall be incorporated into the GMP as an Allowance with a not to exceed price.
 - Upon receipt of all bids, the profit portion of the CM at Risk fee will be adjusted proportionally to reflect the percentage of bid value meeting the above criteria.
 - Should the minimum number of bids not be received for any portion of the work, the Owner has the right to reject all bids and request that the CMAR re-bid that portion of the work.
3. All CMAR must provide for adequate public notice in advance of the receipt of bids from subcontractors.
4. The costs of all line items budgeted by the CMAR (that work where bids will not be received) will be regulated in the same manner as the contractor's construction contingency. The CMAR must provide the Owner complete accounting of all budgeted and contingency expenses. Savings in these categories will be returned to the Owner as indicated on the cost proposal form. Should the contractor's expenses exceed the budgeted line items and the contractor's construction contingency amounts, all additional project costs are the responsibility of the contractor.
5. It is anticipated that the Guaranteed Maximum Price (GMP) for the Project will be furnished within four (4) weeks after the receipt of material supplier and subcontractor bids.
6. After the GMP contract is signed all differences (credits and debits) from material suppliers and subcontractor bids will be added to or subtracted from the contractor's construction contingency fund. Disbursement and/or the responsibility of providing additional funds to the construction contingency fund are defined in item (c) above.
7. The CMAR contractor is to provide the Owner an audited accounting of all project costs. Submit this summary of project costs with the contractor's request for payment.
8. School and the offeror recognize that "time is of the essence" in the performance of this agreement. School and the offeror agree that it would be impossible for School to calculate the damages and losses it will incur if the substantial completion date for each separate work phased item is not met. Owner and offeror agree that School's losses and/or damages include actual and consequential damages, as well as additional fees for architects, attorneys,

engineers, and others who may be retained to resolve issues caused by the contractor's failure to achieve substantial completion by the scheduled date. Accordingly, Owner and offeror agree that the contractor will pay \$2,000.00 per day liquidated damages; not as a penalty, but for each day that substantial completion has not been achieved beyond the scheduled completion date. Regardless of unanticipated weather delays, the project must be completed when noted in the attached schedule, provided that the Notice to Proceed is issued when noted in the attached schedule. Contractor is to anticipate rain days and include in your overhead any required overtime to meet the project schedule, and be complete within the scheduled timeframe. Additionally, the contractor will pay \$200.00 per day if final close-out is not achieved within 60 days of the scheduled Substantial Completion date.

D. PROPOSAL SURETY

A Bid Bond or Proposal Surety is not required. Offeror must provide a Certified Statement of Surety that bonding requirements of the agreement can be met.

E. ACCEPTABLE SURETY

“Acceptable surety” is defined as an insurance company, duly authorized to do business in the State of Texas and license by the State of Texas to issue surety bonds, and having an acceptable record, in the opinion of Owner, for faithful performance during the preceding five (5) years of all undertaking to Owner, for faithful performance during the preceding five (5) years of all undertaking to Owner. Notwithstanding any other law to the contrary, the Owner may establish financial criteria for the surety companies that provide payment and performance bonds.

F. CONTRACT SURETY

A Payment Bond, in conformance with Texas Government Code Chapter 2253, and a Performance Bond, in conformance with Texas Government Code § 53.201-.211 may be required on this project. *Offeror must provide an Alternate in General Conditions of the required CMAR Proposal Form for a Payment and Performance Bond. Provide a percentage of total contract price for a Payment and Performance Bond for Phase 1 only.* The successful offeror must deliver to the Owner, not later than the tenth (10th) day after the date the CMAR firm executes the contract, fully executed Performance and Payment Bonds in an amount of one hundred percent (100%) of the construction budget as security for the faithful performance of contract obligations and payment of all persons performing labor and furnishing materials in connection with this contract. All bonds shall be issued on AIA Document A-312 by a surety company licensed, listed, and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company shall also provide such other information as may be necessary to document net worth, stability, total bonding capacity, other projects under coverage and to establish adequate financial capacity for this project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured

by any reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. The offeror shall require any attorney-in-fact who executed the required bond on behalf of the surety to affix thereto an original certified and current copy of a Power of Attorney evidencing the authority of such attorney-in-fact to so execute such bond within the State of Texas indicating the monetary limit of such power and authority. During the project, the CMAR shall purchase and maintain insurance as set forth in the Owner's Supplementary Conditions. School requires that contractor's insurance be placed only with companies that have achieved at least an "A" rating with A.M. Best. The Owner

G. CONTRACT FORMS

The latest edition of the following AIA Documents, appropriately completed along with the Supplementary Conditions of the Owner will be used to execute the contract between the Owner and contractor:

- AIA Document A201-2017
- General Conditions of the Contract for Construction AIA Document A133-2009
- Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

5. PROPOSAL EVALUATION: Statements of qualifications shall be opened and reviewed upon receipt. The qualifications package shall demonstrate the respondent's ability to deliver the construction management services on the basis of demonstrated competence and qualifications. This RFQ is step one in a two-step process and is a qualification-based selection process in accordance with the Professional Services Procurement Act. Cost or price-related evaluation factors will not be included in step one. At the conclusion of step one, the School will compare submittals in order to create a rank-ordering of companies to identify the most highly qualified. Upon approval of the ranking, negotiations may begin in order to reach a contractual agreement for the required services.

- a. Evaluation Criteria:
 - i. Business Organization/Capabilities – 30%
 - ii. Experience with school design/construction – 10%
 - iii. Experience with Charter School design/construction – 20%
 - iv. Personnel Assigned to Project – 20%
 - v. Client Reference – 20%

6. SCHEDULE OF IMPORTANT DATES

- a. August 16, 2021, 2:00pm – RFQ due via e-mail to construction@iltexas.org, purchasing@iltexas.org, and cklein@iltexas.org.
- b. August 17, 2021 – Interviews with finalist (Block this day for potential interviews)
- c. August 18, 2021 – Ranking of submissions and selection of firm

7. PROPOSAL INQUIRIES: Inquiries pertaining to this offering should be identified by title and date and should be submitted to the contact person identified above either by mail, fax, or e-mail. Inquiries by telephone will not be accepted.

8. PROPOSAL SUBMISSION: **Submit (by e-mail) a .PDF file of each Proposal to construction@iltexas.org, purchasing@iltexas.org, and cklein@iltexas.org. To properly process the submission containing your response, it shall include the following in the Subject line, and it is highly recommended that a Return Receipt be Requested:**

**CONSTRUCTION MANAGEMENT SERVICES RFQ 21-007
OPEN UPON RECEIPT**

FORMAT & ORGANIZATION OF SUPPORT MATERIALS

Please address each of the following sections in your statement of qualifications. Your submittal should be submitted with tabs dividing each section of the response.

Responses shall contain the following information and be submitted in the order shown below.

1) LETTER OF INTEREST

A cover letter which shall include a brief statement of interest, availability, and intent to perform services; general qualifications for selection; and describe what makes your company uniquely qualified to perform Construction Management Services, including any superior qualities; and signature of an authorized officer of the Company who has legal authority in such matters.

2) GENERAL INFORMATION

a) Provide General information for your Company.

Company Name _____
Address _____
City _____ State _____ Zip _____

b) Contact Person(s) – limited to two persons per company/application

Contact No.1

Name _____
Title _____
Telephone _____ Fax _____
Internet/E-mail address _____

Contact No. 2

Name _____
Title _____
Telephone _____ Fax _____
Internet/Email address _____

c) Type of organization:

_____ Sole proprietorship (individual) _____ Partnership
_____ Professional corporation _____ Corporation
_____ Joint venture _____ other _____

3) COMPLETED DISCLOSURE FORMS AND CERTIFICATIONS (attached)

4) COMPANY BACKGROUND AND STAFF

Year present company established _____

Name of parent company, if any _____

Address _____

List principals of company _____

Former company name(s), if any, and year(s) established:

Name _____ Year _____ To _____

Name _____ Year _____ To _____

Name _____ Year _____ To _____

Number of employees in company locally: _____

Total of employees in company (all office locations): _____

Who will be your designated representative assigned to the School?

Who is the senior member of the company assigned to the School?

Number of persons with company: _____

5) INSURANCE REQUIREMENTS

a) The Charter requires all Vendors to carry professional liability, general liability, auto liability and umbrella liability, and worker’s compensation/employer’s liability insurance coverage. Professional liability insurance should remain in force during the term of contract and for one year following substantial completion of a project.

b) Please state the carrier, agent, amount, expiration date and length of time you have maintained coverage for professional liability, general liability, auto liability and umbrella liability, and worker’s compensation/employer’s liability insurance coverage. Provide a sample certificate of insurance.

6) CLAIMS

Identify all building projects within the past five (5) years on which Company, or Company’s agents, employees or consultants, have rendered professional services wherein a construction or design claim has been asserted. “Claim” means litigation, submission to a dispute resolution board, or the use of the other alternate dispute resolution such as mediation or arbitration. For each such project identified, please state the nature and description of the claim, including alleged claims for professional errors or omissions, contract extras, delay, disruption or impact claims, time extension claims, or other similar claims; including the identity of the owner, Company or consultant, and contractor, whether Company, or Company’s agents, employees or consultants, was a party or alleged to have some responsibility for the claim, and the disposition of the matter.

7) PERSONNEL QUALIFICATIONS

List the names and qualifications of consultant’s personnel proposed for the Qualification Statement. The education, experience, capabilities, and accomplishments of the key design team members who would be assigned to a project. Include brief resumes (1 page or less) of these individuals as well as, any licenses or certifications that they currently hold.

8) ORGANIZATIONAL CHART

Organizational chart, proposed schedule, and summary report reflecting the respondent’s approach and factors to be considered designing these projects. Description of planned effort to provide quality work, meet schedules, and work within an agreed upon budget for construction

9) CURRENT CLIENTS/CURRENT PROJECTS

a) List the total number of local projects currently in progress, including renovations and additions:

	Project Type	New Construction	Renovation/Addition	% Complete
A.	Elementary Schools			
B.	Middle Schools			
C.	High Schools			
D.	JROTC Facilities			
E.	Administrative/Support Facilities			
F.	Athletic Facilities/Gyms/Field Houses			
G.	Specialized Educational Facilities			
H.	Charter School Facilities			
I.				

b) All projects of any type currently in progress and the name and phone number of the owner’s representative

i) Project _____
 Organization _____
 Contact person/title _____
 Phone number _____
 Project description _____
 # of Change Orders _____ Size (S.F.) _____ Cost \$ _____

ii) Projects _____
 Organization _____
 Contact person/title _____
 Phone number _____
 Project description _____
 # of Change Orders _____ Size (S.F.) _____ Cost \$ _____

iii) Projects _____
 Organization _____
 Contact person/title _____
 Phone number _____
 Project description _____
 # of Change Orders _____ Size (S.F.) _____ Cost \$ _____

10) COMPLETED PROJECTS/EXPERIENCE PROFILE

a) List the total number of completed projects for the last five years, including renovations and additions:

	Project Type	New Construction	Renovation/Addition	% Complete
A.	Elementary Schools			
B.	Middle Schools			
C.	High Schools			
D.	JROTC Facilities			
E.	Administrative/Support Facilities			
F.	Athletic Facilities/Gyms/Field Houses			
G.	Specialized Educational Facilities			
H.	Charter School Facilities			
I.				

b) State number of company's educational projects for each of the following years and total dollar figure:

2017 _____ \$ _____ 2018 _____ \$ _____
 2019 _____ \$ _____ 2020 _____ \$ _____

- c) Please list five education-related projects that would be representative of your company’s work and services provided within the last three years.

Total number of educational clients in the past three years _____

- i) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

- ii) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

- iii) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

- iv) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

- v) Project _____
Organization _____
Contact person/title _____
Phone number _____
Scope of Project _____

- d) List of completed projects involving new construction and renovation of school spaces that have been successfully completed. The list shall indicate the project name, owner, owner’s contact, prime consultant, start and completion dates, size, budget, final cost, cost overruns, and a brief description of each project. Identify projects that have been designed but have not been built.

11) CURRENT WORKLOAD

List Current workload and availability to commence services (as projects demand) immediately after being selected by the School.

12) PROFESSIONAL SERVICES (BASIC SERVICES) PROVIDED BY COMPANY

- a) Summarize services provided to the owner as part of the basic services. Please indicate services offered from listing found above in this RFQ:

- b) Other advantages offered by the company or unique qualifications that would be of benefit to the School:

13) TECHNOLOGY/ELECTRONIC DATA

- a) The School requires service providers to grant to the School a license to reproduce any and all documents, including drawings, specifications, CAD drawings, etc., for purposes of use and maintenance of the building, future alterations to the building, or future additions to the building by other Consultants, assuming the author of such works would not be liable for derivative works.

Will you comply with this request? _____ Yes _____ No

- b) Please attach any additional information and/or brochures regarding technology that would provide additional information about your company in relation to this request.
- c) Describe software and other technology utilized in delivery of services offered.

14) APPLICATION SIGNATURE

Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the media in any form, electronic or printed, any appointed official or officer of the School, or any employee, agent or other representative of the School, unless specifically allowed to do so by the School.

The information contained herein is true and accurate to the best of my knowledge. By signing below, the company agrees to allow the School to check references given and that the information regarding the size and scope of each project is accurate. Further, the signature below certifies that this Qualification Statement has been completed with no consultation, collaboration or conversation with other companies competing on the same project.

NAME (Please print or type) TITLE DATE

SIGNATURE

Felony Conviction Disclosure Statement

Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a), states “[a] person or business entity that enters into a contract with a school district must give advance notice to Cumberland if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “[a] school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name

Signature of Authorized Company Official

Authorized Company Official's Name (Please Print)

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Out of State Certification

As defined by Section 2252.001 of the Texas Government Code, a “nonresident proposer” means a proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “Resident Proposer”:

Company Name (Please Print)

I certify that my company qualifies as a “Nonresident Proposer”
(NOTE: You must furnish the following information :)

Indicate the following information for your “Resident State”: (The state your principal place of business is located in)

Company Name

Address

City

State

Zip Code

A. Does your “resident state” require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)

Yes

No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

Certification: I certify that the information provided above is correct.

Signature of Authorized Representative

Name (Please Print)

Title



**State of Texas
Health & Human Services Commission
Child Support Certification**

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the Vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security	#
-------------	------------------------	----------

--

III.

As required by Section 231.006, the undersigned certifies the following:

“Under Section 231.006, Family Code, the Vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

Signature

Title

Printed Name

Date

Form W-9 (Rev. January 2005) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 3	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

	NON COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT
<p>By submission of this proposal, the Vendor certifies that: (a) the proposal has been independently arrived at without collusion with any other vendor or with any competitor. (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.</p>	
<ul style="list-style-type: none"> • I certify that the above information is true and correct. <input type="checkbox"/> YES 	

	CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS
--	--

<p>This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, <i>Federal Register</i> (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.</p>	
<p>1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.</p>	
<p>2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.</p>	
PR/Award # or Project Name:	
Check applicable box	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • I (We) certify that our company has not been debarred and is not participating in lobbying activities. 	
<ul style="list-style-type: none"> • See attached explanation and complete disclosure forms. 	

	CLEAN AIR & WATER ACT CERTIFICATION (This is a Federal requirement)
<p>I certify that my company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.</p>	

	CERTIFICATION REGARDING LOBBYING for FEDERAL FUNDS - Applicable to grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.
--	--

Submission of this certifications a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement the undersigned shall complete and submit StandardForm-LLL, "Disclosure of Lobbying Activities" Form in accordance with its instructions.

(3) The undersigned shall required that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Check applicable box	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> I (We) certify that our company has not been debarred and is not participating in lobbying activities. 	
<ul style="list-style-type: none"> See attached explanation and complete disclosure forms. 	

I (We) the undersigned, agent for the firm, named below certify that all information in the above certifications is true and correct to the best of my knowledge.

Name/Title: _____ **Company Name:** _____
Original Signature: _____ **Date** _____

Cover Sheet

CONSIDER/ACT ON AUTHORIZING THE ADMINISTRATION TO PURCHASE REAL PROPERTY FOR MANSFIELD K-8 CONSISTENT WITH THE EXECUTED LOI

Section: VIII. Board Items for Discussion/Action
Item: I. CONSIDER/ACT ON AUTHORIZING THE
ADMINISTRATION TO PURCHASE REAL PROPERTY FOR MANSFIELD K-8
CONSISTENT WITH THE EXECUTED LOI
Purpose: Vote
Submitted by:
Related Material: IL Texas-LOI signed.pdf

Will Haynes, II
Managing Director | Central Region
Office Occupier Services
Education Services Group

1717 McKinney Ave
Suite 900
Dallas, TX 75202

Main: +1 214-692-1100
Direct: +1 214-217-1249
Mobile: +1 469-667-8870
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Date: July 21, 2021

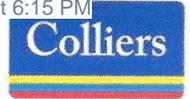
Tyler Isbell
Vice President
SRS Real Estate Partners
Phone: 214-560-3145
Cell: 214-957-7544

Re: Letter of Intent (LOI) to Purchase Double Oak Ave, Grand Prairie, TX 76065

Dear Tyler,

My client has an interest in purchasing the above referenced Property. The following is a summary of the terms under which they will purchase the property.

- Seller:** **TEXDEVCO GP LLC**
- Purchaser:** International Leadership of Texas
- Property Description:** Approximately **54 Acres** located at **Double Oak Ave, Grand Prairie, TX 76065** in which the Buyer is requesting to purchase **18.4819 acres**.
- Legal Description:** **616 J LAWRENCE 54.419 ACRES**. See attached **Exhibit A**. Exact dimensions and acreage to be determined by a survey.
- Purchase Price:** The purchase price shall be **\$6.50 per SF** which equates to \$ **5,232,427.20** for approx. 18.48 acres to be determined by a survey.
- Earnest Money:** On or before three (3) business days after full execution of a written Purchase and Sale Agreement (“Contract”) between the parties hereto, Purchaser shall deposit **One Hundred Thousand Dollars and No/100 (\$100,000.00)** in an interest-bearing account (“Earnest Money”) with Republic Title of Texas- 201 Main St, Ste 1400, Fort Worth, TX 76102 Attn: Janet Ceron 817-810-1001 The Earnest Money shall be held for the Purchaser’s benefit until the expiration of the Inspection Period, as defined below. Upon expiration of the Inspection Period, should Purchaser elect to proceed with this transaction, the Earnest Money shall be considered non-refundable and shall be applied at Closing to the Purchase Price.
- Independent Consideration:** In the event the Seller is obligated to return the earnest money to the Purchaser, less the sum of **One Hundred Dollars and No/100 (\$100.00)**, which shall be an independent consideration. If Purchaser proceeds to Closing, said independent consideration fee shall be credited to Purchaser and applied to the Purchase Price at Closing.
- Inspection Period:** Purchaser shall have sixty (60) days from the date of full execution of



the Contract and delivery by Seller of the Due Diligence items as outlined in this letter to make such physical, economic, and environmental inspections of the Property as Purchaser may desire (the "Inspection Period"). If the Purchaser is dissatisfied with the Property, for any reason whatsoever in the Purchaser's sole determination, Purchaser may, at any time during the initial Inspection Period or any subsequent Inspection Period, notify Seller, and terminate this Contract and have Earnest Money promptly returned to Purchaser.

Extended Inspection Period:

The Purchaser will have one (1) option to extend the Inspection Period for thirty (30) days and an additional \$10,000 will be nonrefundable at this time but shall be applied at Closing to the Purchase Price..

Due Diligence Period:

Within seven (7) days after full execution of the Contract Seller will deliver to the Purchaser at Seller's expense the following information:

Title Commitment

A title commitment from the Title Company together with legible copies of all documents, instruments, and deed restrictions reflected on said commitment.

Survey

An updated current boundary survey of the Property, certified to the Purchaser, Seller and Title Company and prepared by a reputable registered land surveyor showing:

- i. Metes and bounds descriptions of the property
- ii. The area, boundaries and dimensions of the property
- iii. Any encroachments
- iv. The location of all easements, existing or proposed, building restrictions, architectural guidelines, existing or proposed, or any other ordinance or law that would impact the development of improvement on the Property
- v. The acreage and square footage of the Property

If an acceptable survey for this property does not exist, then Buyer will conduct a new survey on the property.

Plans and Specifications

Copies of any plans or specifications for the Property, equipment, and improvements to the extent same are in Seller's possession.

Environmental

Copies of any Environmental Site Assessment reports to the extent same are in Seller's possession.

Mineral Rights:

Mineral rights owned by Seller, if any, are to be reserved by the Seller, but Seller waives the right to use the surface for any mineral activity.

Will Haynes, II
Managing Director | Central Region
Office Occupier Services
Education Services Group

1717 McKinney Ave
Suite 900
Dallas, TX 75202

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Direct: +1 214-217-1249
Mobile: +1 469-667-8870
colliers.com



- Closing Date:** Closing shall occur within thirty (30) days after the expiration of the Inspection Period.
- Closing Costs:** Purchaser will pay the costs incurred in performing its due diligence including its legal counsel and physical inspection of the Property. Seller will be responsible for providing existing survey, Seller's legal fees, the premium for an Owner's Policy of Title Insurance (including the cost of a "survey deletion" premium endorsement, and pro-rated property taxes for the year of Closing. Seller and Purchaser will share equally in the costs customarily shared by purchasers and sellers in similar transactions in Tarrant County.
- Commission:** **Buyer and Seller both acknowledge that only SRS and Colliers are the brokers involved in the transaction. SRS will pay Will Haynes with Colliers International North Texas, LLC a commission per a separate agreement.**
- Confidentiality:** Seller and Purchaser and their agents agree to keep the terms and conditions of this Letter of Intent, discussions, and Purchaser's identity confidential.
- Purchase & Sales Agreement:** Seller will provide a Purchase and Sales Agreement to Purchaser within seven (7) days of execution of this LOI.
- Non-binding:** This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.

This Letter of Intent is preliminary in nature and is offered subject to negotiating a formal sale document acceptable to both parties. This should not be construed as a binding agreement by either party. If not previously accepted, this letter shall expire on **July 28, 2021 at 5:00 pm.**

Sincerely,

A handwritten signature in blue ink, appearing to be "W. Haynes II", with a horizontal line extending to the right from the end of the signature.

Will Haynes, II
Managing Director | Central Region
Office Occupier Services
Education Services Group

1717 McKinney Ave
Suite 900
Dallas, TX 75202

Main: +1 214-692-1100
Direct: +1 214-217-1249
Mobile: +1 469-667-8870
colliers.com



Will Haynes, II
Managing Director
Agreed and Accepted:

Seller: TXDEUCO

Buyer: International Leadership of Texas, Inc.

By: [Signature]

By: DocuSigned by:
Edward G. Conger
3390E730E7BF48F...

Name: David Berzins

Name: Edward G. Conger

Title: Partner

Title: CEO-Superintendent

Date: 8-6-21

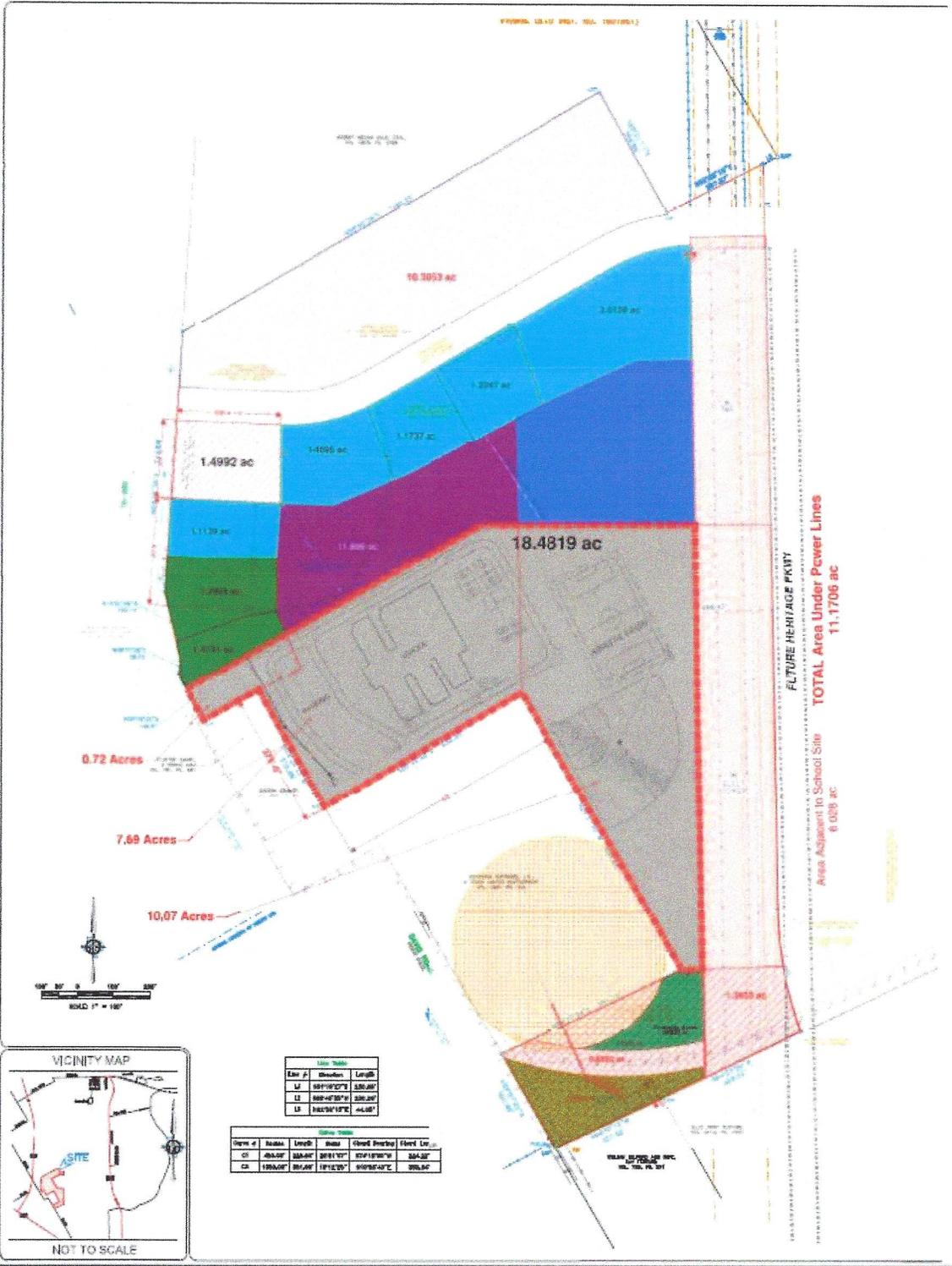
Date: 8/3/2021

Exhibit A

Will Haynes, II
 Managing Director | Central Region
 Office Occupier Services
 Education Services Group

1717 McKinney Ave
 Suite 900
 Dallas, TX 75202

Main: +1 214-692-1100
 Direct: +1 214-217-1249
 Mobile: +1 469-667-8870
 colliers.com



Color Table				
Color	Symbol	Length	Symbol	Length
LI	1/8\"/>			

Color Table				
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CI	1/8\"/>			

Cover Sheet

CONSIDER/ACT ON CHANGE ORDER IN CONTRACT FOR KELLER-SAGINAW HS EXPANSION PROJECT

Section: VIII. Board Items for Discussion/Action
Item: M. CONSIDER/ACT ON CHANGE ORDER IN CONTRACT
FOR KELLER-SAGINAW HS EXPANSION PROJECT
Purpose: Discuss
Submitted by:
Related Material:
40-20-006-Keller_Saginaw_Expansion PCCO 003-3-PR_07_07.1_Final.pdf

**PCCO #003-3**

JS Waltz Construction
449 S 48th Street, Ste #105
Tempe, Arizona 85281
Phone: (480) 759-9622

Project: 40-20-006 - Keller Saginaw Expansion
10537 US-287
Fort Worth, Texas 76131

DRAFT**Prime Contract Change Order #003-3: PR 07/07.1 Final**

TO:	International Leadership of Texas 1820 N Glenville Drive #100 Richardson , Texas 75081	FROM:	JS Waltz Construction 449 S 48th St, Ste 105 Tempe, Arizona 85281
DATE CREATED:	8/17/2021	CREATED BY:	Josh Hill (JS Waltz Construction)
CONTRACT STATUS:	Draft	REVISION:	0
DESIGNATED REVIEWER:	Josh Hill (JS Waltz Construction)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	4020006:Keller Saginaw Expansion	TOTAL AMOUNT:	\$49,967.86

DESCRIPTION:

Final accounting for PR 07 and PR 07.1 changes to JROTC rifle range and locker rooms. Includes usage of final balances in contingency.

ATTACHMENTS:**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

PCO #	Title	Schedule Impact	Amount
009	PR 07.1		\$51,305.92
011	PR #07 Air Rifle Flooring		\$11,522.43
012	Transfer of anticipated GR savings		(\$11,350.00)
014	CE #050 - Use of final remaining contingency		(\$1,510.49)
Total:			\$49,967.86

CHANGE ORDER LINE ITEMS:**PCO # 009: PR 07.1**

#	Budget Code	Description	Amount
1	10-820.S Bathroom Accessories.Subcontract	Lockers/Benches/Mirrors	\$11,334.00
2	16-050.S Basic Electrical Materials and.Subcontract	Locker Room Electrical	\$3,866.78
3	15-700.S Heating, Venting and Air Condi.Subcontract	HVAC and Plumbing for New Locker Rooms	\$13,906.00
4	09-900.S Paints and Coatings.Subcontract	Painting for New Locker Rooms	\$4,017.00
5	09-250.S Gypsum Wallboard.Subcontract	PR 07.1	\$6,341.20
6	10-820.S Bathroom Accessories.Subcontract	PR 7.1 Polished Concrete in Locker Room	\$4,255.35
7	10-820.S Bathroom Accessories.Subcontract	New Doors for Locker Rooms	\$3,768.00
Subtotal:			\$47,488.33
Insurance & General Liability (1.50% Applies to all line item types.):			\$712.32
Builders Risk/Subguard Insurance (0.37% Applies to all line item types.):			\$178.34
Performance & Payment Bond (1.00% Applies to all line item types.):			\$483.79
OH&P (5.00% Applies to all line item types.):			\$2,443.14
Grand Total:			\$51,305.92



PCCO #003-3

PCO # 011: PR #07 Air Rifle Flooring

#	Budget Code	Description	Amount
1	09-600.S Flooring.Subcontract	Polished Concrete in Rifle Range	\$10,665.06
Subtotal:			\$10,665.06
Insurance & General Liability (1.50% Applies to all line item types.):			\$159.98
Builders Risk/Subguard Insurance (0.37% Applies to all line item types.):			\$40.05
Performance & Payment Bond (1.00% Applies to all line item types.):			\$108.65
OH&P (5.00% Applies to all line item types.):			\$548.69
Grand Total:			\$11,522.43

PCO # 012: Transfer of anticipated GR savings

#	Budget Code	Description	Amount
1	01-002.O General Requirements.Other	Anticipated savings	\$(11,350.00)
Subtotal:			\$(11,350.00)
Grand Total:			\$(11,350.00)

PCO # 014: CE #050 - Use of final remaining contingency

#	Budget Code	Description	Amount
1	17-010.O Contingency.Other	Final Contingency usage	\$(1,510.49)
Subtotal:			\$(1,510.49)
Grand Total:			\$(1,510.49)

The original (Contract Sum)	\$7,941,182.00
Net change by previously authorized Change Orders	\$8,065.96
The contract sum prior to this Change Order was	\$7,949,247.96
The contract sum would be changed by this Change Order in the amount of	\$49,967.86
The new contract sum including this Change Order will be	\$7,999,215.82
The contract time will not be changed by this Change Order.	

Brandon Swanson (Pivot North Architecture)
 Pivot North Architecture 1101 W Grove Street
 Boise, Idaho 83702

International Leadership of Texas
 1820 N Glenville Drive #100
 Richardson , Texas 75081

JS Waltz Construction
 449 S 48th St, Ste 105
 Tempe, Arizona 85281

 SIGNATURE DATE

 SIGNATURE DATE

 SIGNATURE DATE

Cover Sheet

CONSIDER/ACT ON CHANGE ORDER IN CONTRACT FOR WINDMILL LAKES-OREM HS PHASE II PROJECT

Section: VIII. Board Items for Discussion/Action
Item: O. CONSIDER/ACT ON CHANGE ORDER IN CONTRACT
FOR WINDMILL LAKES-OREM HS PHASE II PROJECT
Purpose: Vote
Submitted by:
Related Material: PCCO 002 - Damaged Waterline Repair.pdf
PCCO 001 - Fiber Line Relocation.pdf



PCCO #001

Key Construction, Inc.
741 W. 2nd St. N.
Wichita, Kansas 67203-6004

Project: 21-03-033 - ILT Windmill Lakes HS - Ph 2 Sanctuary Classroom
3 Wall Demo
9901 Windmill Lakes Blvd.
Houston, Texas 78081

Phone: (316) 263-9515
Fax: (316) 263-1161

Prime Contract Change Order #001: Fiber Line Relocation

DATE CREATED:	6/ 30 /2021	CREATED BY:	Doug Ricke (Key Construction Inc.)
STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:	Charles Klein (International Leadership of Texas)	DUE DATE:	
CHANGE REASON:	Design Development	FIELD CHANGE:	No
SCHEDULE IMPACT:	21 days	CONTRACT FOR:	1:ILT Windmill Ph 2 Prime Contract
		TOTAL AMOUNT:	\$ 154,574.00

DESCRIPTION:

CE #001 - Fiber Line Relocation
Provide fiber conduit raceways per attached sketch [Fiber Line Layout v2 (6.8.21)].
Sawcut, removal, haul off concrete/asphalt spoils, trench to 42", install (2 ea) -2" PVC conduits per attached drawings, backfill & compact with native soil, pour back concrete, replace asphalt, and provide 2 -2" EMT inside raceways to MDF and IDF Rooms.

ATTACHMENTS:

[Fiber Line Layout v2 \(6.8.21\).pdf](#) [Fiber Line Estimate - ILT Windmill Lakes.pdf](#)

CHANGE ORDER LINE ITEMS:

PCCO #001

#	Cost Code	Description	Type	Amount
1	1-800 - KEY CONTINGENCY	General Conditions	Miscellaneous	\$ 23,555.00
2	9-300 - ACOUSTICAL CEILINGS	Drywall Patch / Repair Allowance	Subcontractors	\$ 7,500.00
3	26-100 - ELECTRICAL	Electrical / Trench Work	Subcontractors	\$ 101,157.00
4	32-900 - LANDSCAPING	Landscape Repair Allowance	Subcontractors	\$ 9,000.00
Subtotal:				\$141,212.00
Key Construction Fee: 4.25% Applies to all line item types.				6,001.51
Budget Contingency: 5.00% Applies to all line item types.				7,360.49
Grand Total:				\$154,574.00

The original (Contract Sum)	\$ 0.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 0.00
The contract sum would be changed by this Change Order in the amount of	\$ 154,574.00
The new contract sum including this Change Order will be	\$ 154,574.00
The contract time will be increased by this Change Order by 21 days	

International Leadership of Texas
1651 N. Glenville Dr. Suite #216
Richardson Texas 75081

Key Construction Inc.
741 W. 2nd Street N.
Wichita Kansas 67203-6004

SIGNATURE

DATE

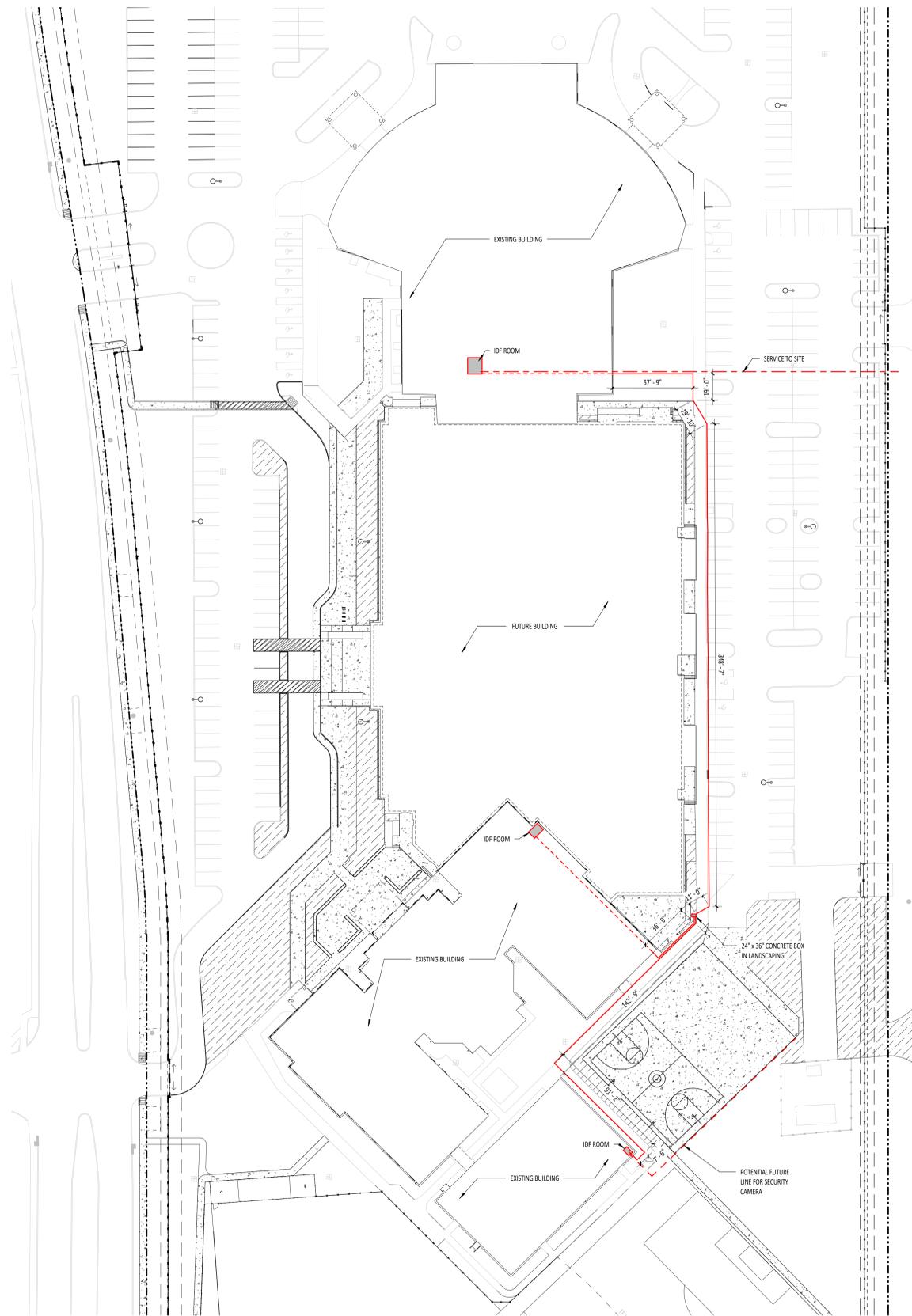
Doug Ricke Project Manager

DATE

FIBER LINE ESTIMATE							ILT WINDMILL LAKES		
DATE: April 2021									
DESCRIPTION	QUANTITY	UNIT	COST/UNIT	LABOR	MATERIAL	SUB	TOTAL		
GENERAL CONDITIONS	1	LSUM	\$ 23,555.00	\$ -	\$ -	\$ 23,555.00	\$ 23,555.00		
SURVEYING	1	LSUM		\$ -	\$ -	\$ -			
SAWCUTTING FOR PARKING LOT	1	LSUM		\$ -	\$ -	\$ -			
REMOVE AND HAUL OFF CONCRETE	1	LSUM		\$ -	\$ -	\$ -			
PARKING LOT PATCHING 2'-0" WIDE TRENCH	1	LSUM		\$ -	\$ -	\$ -			
CORE DRILLING WALLS	1	LSUM		\$ -	\$ -	\$ -			
SEALING WALL PENETRATIONS	1	LSUM		\$ -	\$ -	\$ -			
[DRYWALL/ACT REPAIR ALLOWANCE]	1	LSUM	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	\$ 7,500.00		
ELECTRICAL SCOPE (TWO 2" CONDUIT)	1	LSUM	\$ 101,157.00	\$ -	\$ -	\$ 101,157.00	\$ 101,157.00		
EMT RACEWAYS INSIDE BUILDING TO MDF AND IDF ROOMS	1	LSUM		\$ -	\$ -	\$ -			
[LANDSCAPE REPAIR ALLOWANCE]	1	LSUM	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	\$ 9,000.00		
SUBTOTAL				\$ -	\$ -	\$ 141,212.00	\$ 141,212.00		
TAX EXEMPT PROJECT					\$ -				
SUBTOTAL					\$ 141,212.00				
BUILDING PERMITS AND PLAN REVIEW FEES							by owner		
BUILDER'S RISK INSURANCE							by owner		
KEY CONSTRUCTION FEE				4.25%	\$ 6,001.51				
BUDGET CONTINGENCY				5.00%	\$ 7,360.68				
TOTAL BUDGET					\$ 154,574				

with electrical
with electrical
with electrical
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allowance
with electrical
allowance

- EXCLUSIONS:**
 PRIMARIES (BY AT&T)
 D-MARK / PLYWOOD (BT AT&T)
 LV WIRING (BY C2M)
 TRAFFIC CONTROL
 OFF HOUR WORK OR PHASING



1 Fiber Line Study
 STY0.02
 1" = 40'-0"



PCCO #002

Key Construction, Inc.
741 W. 2nd St. N.
Wichita, Kansas 67203-6004

Project: 21-03-033 - ILT Windmill Lakes HS - Ph 2 Sanctuary Classroom
3 Wall Demo
9901 Windmill Lakes Blvd.
Houston, Texas 78081

Phone: (316) 263-9515
Fax: (316) 263-1161

Prime Contract Change Order #002: Damaged Waterline Repair

DATE CREATED:	8/ 09 /2021	CREATED BY:	Doug Ricke (Key Construction Inc.)
STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:	Charles Klein (International Leadership of Texas)	DUE DATE:	
CHANGE REASON:	Design Development	FIELD CHANGE:	No
SCHEDULE IMPACT:	0 days	CONTRACT FOR:	1:ILT Windmill Ph 2 Prime Contract
		TOTAL AMOUNT:	\$ 10,946.25

DESCRIPTION:

CE #004 - Damaged Waterline Correction
Repair / lowering of existing exposed open waterline.

1. Excavate existing open water line in front of activity center parking lot
2. Existing repaired water line to be lowered 2' per owner/civil direction.
3. Spoils are to be hauled off & disposed of at Subcontractor's expense
4. Water line to be supported during excavation of trench.
5. All bedding required as needed.
6. Backfilling/compacting as required for pour-back.
7. Use # 3 or #4 rebar doweled into existing pavement with epoxy.
8. Pour-back paving using existing concrete depth 5"-7".
9. Cleanup daily and place safety barricade as needed.

Excludes:

1. Taxes
2. Any work not specifically mentioned above.

ATTACHMENTS:

[windmill lakes parking lot patch rc revision .pdf](#)

CHANGE ORDER LINE ITEMS:

PCCO #002

#	Cost Code	Description	Type	Amount
1	3-300 - CONCRETE	Repair / Lowering of Exposed Waterline	Subcontractors	\$ 10,500.00
Subtotal:				\$10,500.00
Key Construction fee: 4.25% Applies to all line item types.				446.25
Grand Total:				\$10,946.25

The original (Contract Sum)	\$ 0.00
Net change by previously authorized Change Orders	\$ 154,574.00
The contract sum prior to this Change Order was	\$ 154,574.00
The contract sum will be increased by this Change Order in the amount of	\$ 10,946.25
The new contract sum including this Change Order will be	\$ 165,520.25
The contract time will not be changed by this Change Order by 0 days	



PCCO #002

International Leadership of Texas

1651 N. Glenville Dr. Suite #216
Richardson Texas 75081

Key Construction Inc.

741 W. 2nd Street N.
Wichita Kansas 67203-6004

SIGNATURE

DATE

Doug Ricke Project Manager

DATE



Request for Change Order

Ref: Windmill Lakes Patch Parking lot

Project:	Windmill Lakes
Date:	7/27/2021
Job. No:	

Description	Qty	Unit	Labor		Material		Sub/Equipment		Total
			Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
area (prox.)	280	sf							
perimeter	82	lf							
set up barricades	120	lf							
pump out water	1	ls							
muck out saturated soil	2.6	cy							
haul off dirt and debris	1	load							
hand excavate below pipe	0.5	cy							
clean up edges of existing concrete	82	lf							
isolate pipe with insulation	15	lf							
rebar, #3 @ 15"	202	lbs							
concrete , high early, 9" thick plus below pipe	10	cy							
place and finish	280	sf							
remove barricades and clean up	1	ls							
Labor (7 person crew)									
foreman	16	mh	58.25	932.00					932.00
operator	16	mh	26.65	426.40					426.40
laborers (3)	48	mh	24.05	1,154.40					1,154.40
ironworkers	16	mh	26.05	416.80					416.80
finisher	16	mh	26.05	416.80					416.80
Material	16	mh							
pipe insulation		lf				0.00			0.00
rebar	202	lbs			1.00	202.00			202.00
concrete	10	cy			168.00	1,680.00			1,680.00
barricades (use existing)									0.00
water line	1	ea			1.00	1,500.00			1,500.00
freight	1	ls			250.00	250.00			250.00
Equipment									
mini-excavator	1	day					675.00	675.00	675.00
water pump, hoses, and fuel	0.5	day					85.00	42.50	42.50
concrete and small tools	1	day					150.00	150.00	150.00
haul truck	2	day					450.00	900.00	900.00
Subtotal				3,346.40		3,632.00		1,767.50	8,745.90

Sales tax:	0.00%	0.00
subtotal		8745.90
Overhead	10%	874.59
Profit:	10%	874.59
Total:		\$ 10,495.08

Diffco Representative: Karl W Marshall

Title: Estimator

Cover Sheet

CONSIDER/ACT ON GMP CONTRACT FOR HEADQUARTERS RENOVATION

Section: VIII. Board Items for Discussion/Action
Item: P. CONSIDER/ACT ON GMP CONTRACT FOR
HEADQUARTERS RENOVATION
Purpose: Vote
Submitted by:
Related Material: IL of Texas Proposal - Revised 8.13.21.pdf

PROPOSAL



Project Name: International Leadership of TX HQ	Prepared For: Charles Klein
Address: 2021 Lakeside Blvd. Richardson, TX 75082	IL Texas
Submission Date: 8/13/2021 - Revised	Submitted By: Brandon Snyder
	Cell #: (806) 535-9377
Architect: Perkins & Will	
Plans Dated: 7/19/21	

BASE BUDGET	COST	PRICING NOTES
<u>DIVISION 1 - GENERAL REQUIREMENTS</u>		
General Conditions	\$89,939	Supervision & Project Management
Misc. General Requirements	\$56,481	
Building Permit	\$0	Excluded
<u>DIVISION 2 - SITE WORK</u>		
Building Demo	\$10,198	Ceiling grid/tile
Pavement Markings	\$7,500	
<u>DIVISION 3 - CONCRETE</u>		
Cast In Place Concrete	\$133,193	Trench pour back, flatwork
<u>DIVISION 4 - MASONRY</u>		
<u>DIVISION 5 - METALS</u>		
Structural Steel	\$21,850	Operable partition support, vanity supports
Misc. Metals	\$24,947	Outside Patio structure
<u>DIVISION 6 - WOOD, PLASTICS & COMPOSITES</u>		
Millwork	\$76,085	
Solid Surface	\$37,770	
<u>DIVISION 7 - THERMAL & MOISTURE PROTECTION</u>		
Spray-applied insulation	\$47,320	
<u>DIVISION 8 - OPENINGS</u>		
Doors, Frames & Hardware	\$226,250	
Glass & Glazing	\$131,635	
<u>DIVISION 9 - FINISHES</u>		
Drywall & Acoustical	\$501,680	
Flooring	\$198,907	Carpet, resilient flooring & base
Ceramic Tile & Stone	\$27,693	Restroom tile, backsplashes
Painting & Wallcovering	\$117,329	
Sealed Concrete/Epoxy Floors	\$8,400	
<u>DIVISION 10 - SPECIALTIES</u>		
Toilet Partitions & Accessories	\$8,930	
Miscellaneous Specialties	\$5,100	FEX cabinets
Operable Partitions	\$67,305	
Glass Marker Boards	\$8,620	
<u>DIVISION 11 - EQUIPMENT</u>		
Appliances	\$0	Provided by owner

DIVISION 12 - FURNISHINGS

Window Treatments	\$60,026	
Upholstered Banquette Seating	\$23,108	

DIVISION 13 - SPECIAL CONSTRUCTION

DIVISION 14 - ELEVATORS

DIVISION 15 - MECHANICAL & PLUMBING

HVAC	\$432,350	Includes NEBB certified air balance, controls
Plumbing	\$174,450	
Fire Protection	\$73,000	

DIVISION 16 - ELECTRICAL

Electrical	\$735,680	Includes lighting
Fire Alarm	\$41,800	

SUBTOTAL

\$3,347,546

Builder's Risk & Liability Insurance	\$28,215	
Overhead & Fee	\$168,788	
Remodel Sales Tax	\$0	Excluded - non-taxable

TOTAL

\$3,544,548

Contingency	\$177,227	5.00%
-------------	-----------	-------

GRAND TOTAL

\$3,721,776

ALTERNATES

1. P&P bond if required	\$25,201	Accepted - Included in base bid
2. Remove and reinstall existing ceiling tile on 2, 3 and 4.	(\$85,178)	50% new tile to match - Accepted Included in base bid
3. Provide and install draperies	\$0	Pricing is forthcoming
4. Provide and install polycarbonate bypass door system	\$24,682	Includes overhead steel support
5. Moderco operable partition ILO modernfold	(\$25,545)	
6. Spray applied insulation at (4) offices on 4th floor	\$2,118	
7. Provide and install roof rail system	\$111,073	Non-penetrating Blue Water by Tractel guard rail system
8. Paint all exterior window mullions	\$25,984	Accepted - Included in base bid
9. Provide and install Formica standard PLAM doors	(\$15,776)	Go to generic Formica laminate
10. Raco frameworks type 1, 487 series 1-/12" ILO slimline	(\$9,370)	Raco frameworks 225 Slimline series in base bid.
11. Sliding doors ILO hinge STC rated at (2) doors at studio	\$0	Excluded - Krieger can not do sliders - this will not have STC rating
12. Provide and install lay-in batt insulation ILO spray applied	(\$34,958)	

CLARIFICATIONS & EXCLUSIONS



International Leadership of TX HQ

2021 Lakeside Blvd.
Richardson, TX 75082
8/13/2021 - Revised

1. Our proposal is based on for permit set of plans dated 7/19/21.
2. Proposal is based on a single (1) phase, single (1) mobilization project.
3. All applicable Texas State Sales and Use Taxes are included.
4. Proposal includes Builders Risk insurance, but excludes deductible.
5. Owners Protective Liability insurance is excluded.
6. Proposal assumes utilizing the AIA Document A101 Standard Form of Agreement Between Owner and Contractor and the adopted AIA Document A201 General Conditions as the contract format unless otherwise specifically stated in the Contract Documents.
7. Proposal assumes all existing equipment and systems scheduled for reuse are in working condition and meet specified systems requirements. No provisions have been made for repairs, modifications or upgrades to such equipment.
8. Proposal excludes building permit or utility tap fees.
9. Proposal excludes any medical, hazardous waste disposal infrastructure & utility systems.
10. Proposal excludes cost and/or fees for damaged and/or dead trees impacted before, during and/or after completion of the work. The Owner recognizes that construction activity will damage and could kill existing vegetation and trees. The contractor will provide all protection improvements called for in the Construction Documents. This proposal excludes the services of a Landscape and/or Tree Arborist.
11. Proposal excludes progress or aerial photos.
12. Proposal includes materials testing and inspections.
13. Proposal assumes no post tension cables or conduits exist within floor slabs.
14. Proposal excludes any work to existing elevators and associated components.
15. WDS1 Spacestor equipment is excluded. This is assumed a furniture system.
16. Office fronts frames are Frameworks slimline 225 series type 2, 1-1/2" profile clear anodized finish set to abut wall.
17. Proposal excludes all landscaping and irrigation work.
18. Proposal assumes new ceiling grid and tile on 1st floor per plans. Floors 2, 3 and 4 to reuse existing grid and 50% of existing ceiling tile. We will provide 50% more ceiling tile to match the existing ceiling tile per accepted ALT #2.
19. Proposal excludes the bypass doors and the drapery system in the Studio. These will be priced as ALT - pricing is forthcoming.
20. Proposal excludes the roof rail system. This is shown as an ALT #7.
21. General Exclusions:
 - ⊕ Unforeseen conditions.
 - ⊕ Any ADA upgrade work not specifically indicated in the bid documents.
 - ⊕ Any work associated with the tenant's or building's security system, controlled access, devices, or tie-ins including related fire alarm related work unless specifically noted.
 - ⊕ Liquidated Damages unless finite and specifically noted in the contract documents.
 - ⊕ Consequential Damages.
 - ⊕ After hours security guards.
 - ⊕ Payment and Performance bonds
 - ⊕ Voice and data cabling or systems.
 - ⊕ Any repairs, warranties, or upgrades of existing equipment or systems.
 - ⊕ Any hard conduits for plenum run cabling, security wiring, fire alarm wiring, or voice/data stub-ups.
 - ⊕ Floor leveling or excessive floor fill.
 - ⊕ Keying of new or existing locks.
 - ⊕ Asbestos/Hazardous materials survey, reporting, or removal.
 - ⊕ Responsibility for any Existing Code Violations.
 - ⊕ Raising/Modifying/Relocating existing Fire Sprinkler mains or branch piping for HVAC / Lighting / Gyp Cove Conflicts.
 - ⊕ Relocation/Modification of existing ductwork, piping or equipment above the ceiling or below the slab due to conflicts with new installations.
 - ⊕ Audio visual, furniture installation, or signage work.
 - ⊕ ComCheck and application fees.
 - ⊕ Moisture remediation of existing slab if required.

Cover Sheet

CONSIDER/ACT ON HEADQUARTERS FURNITURE CONTRACT ADJUSTMENT

Section: VIII. Board Items for Discussion/Action
Item: Q. CONSIDER/ACT ON HEADQUARTERS FURNITURE
CONTRACT ADJUSTMENT
Purpose: Vote
Submitted by:
Related Material: International Leadership of Texas_13209_Presentation_R2.pdf
International Leadership of Texas_13209_Solution_R3.pdf



CBI GROUP
CULTURE-BASED INTERIORS

Prepared for:



Project Overview

Consultant: Mike Pace

Designer: Savannah Doyel

Project Number: 13209

Mike Pace

Office: 866-238-5111 | **Direct:** 210-741-0438

Email: mike.pace@cbi-office.com

Website: www.cbi-office.com



Confidentiality

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About International Leadership of Texas

Others Before Self

Texas is a strong economic force in the world and its top three countries of export are Mexico, Canada, and China. China has become the second largest economy, and now, more than ever, it is critical that future generations are prepared for today's internationally connected world. At ILTexas, education is taught from a global perspective, where all students are given the opportunity to learn the English, Spanish, and Chinese languages, and graduate with the necessary tools for future leadership and success in the international world.

Character and Leadership Development:

At ILTexas, leadership and culture is incorporated in the classroom for all students. Students are given leadership roles teaching the concept of others before self. Each year, students put their dedication into action in a community service project and spend time learning about 12 important character traits that foster a good leader. These traits empower students to overcome challenges and create a better, and more productive society in which to live and work..

Mission

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.



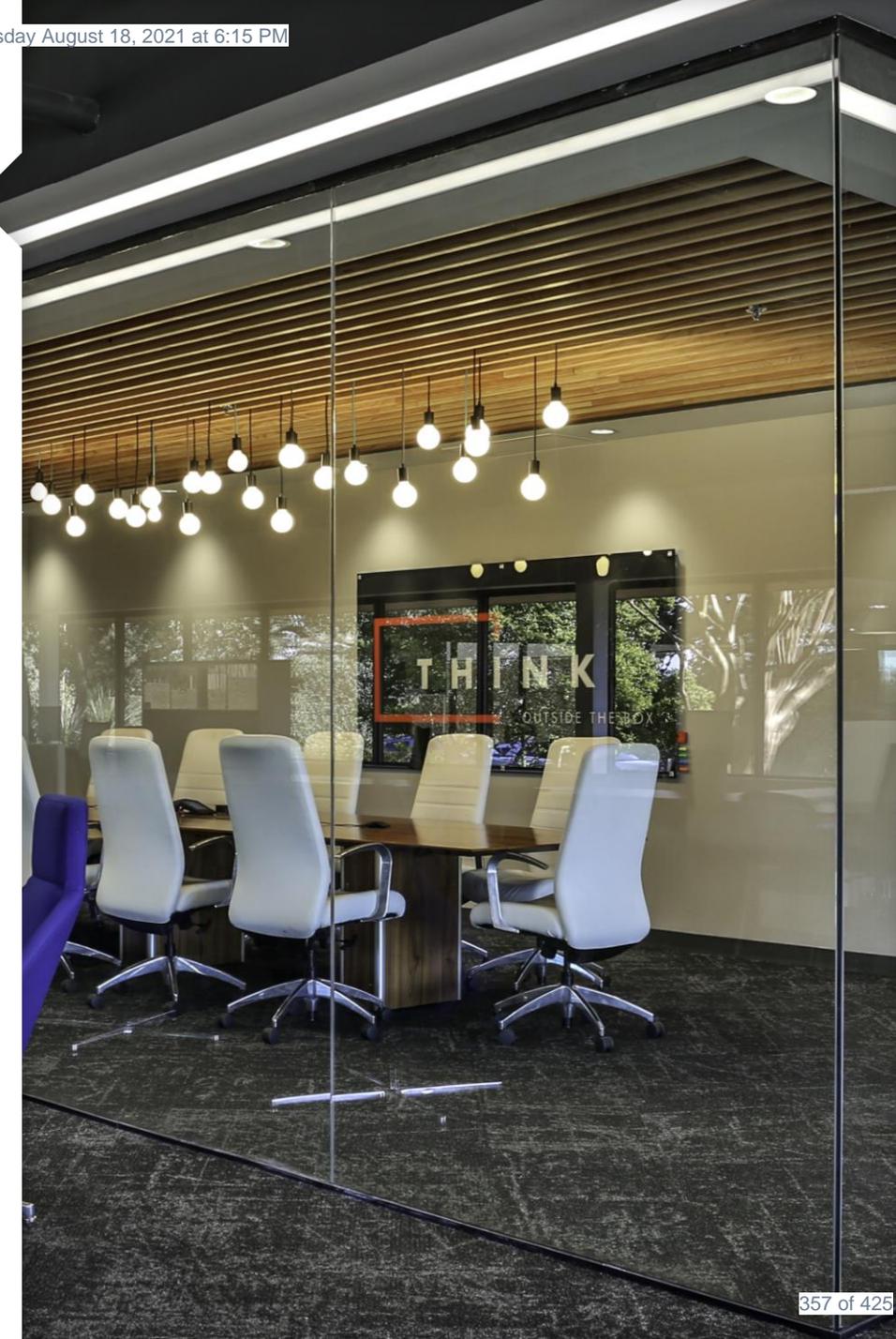
About CBI Group

- Unique and disruptive approach to furnishing office spaces
- In the commercial furniture industry since 1983
- Made up of 90+ Team Members covering all facets of the business from Designers to Install Managers to Finance
- Showrooms in Austin and San Antonio
- Forward-thinking, solutions-minded team that creates world-class workspaces on time and within budget
- Nationwide Installation Capabilities
- Turn-key office interior solutions provided for:
 - Furniture Design & Space Planning
 - Office Furniture Specifying & Procurement
 - Office Moving & Relocation



Why CBI Group

- Family Owned and Operated Since 1983.
- Our Disruptive, Direct From The Factory Methodology removes Middle Mark-Up saving you money while increasing the level of service we can offer!
- Customer Centric Culture Throughout the organization, we Love Our Customers!
- Large Local Employer through the Supply Chain (Manufacturing, Distribution, Installation), Support Local!
- Consistent, Reliable Supply Chain with Nationwide Installation Capabilities.
- Large Inventories in Central Texas for Fast Streamlined Supply.
- Forward-thinking, solutions-minded team that creates world-class workspaces on time and within budget.
- Consultative Approach, we want to help you be successful!



CBI by the Numbers

37
Years in Business

All About Culture
We create tailored office solutions driven by each client's unique culture and workflow

90+
Team Members

Customized Project Teams
We build the perfect team for your specific needs and goals

130,000
Square-Foot of Facilities in South Texas

2
Showrooms in San Antonio and Austin

90+
Manufacturer Lines Offered

Our Mission
We are a collaborative team that seeks first to understand before being understood

Nationwide Services
Headquartered in Texas, but serve the US and beyond

Our Vision
We will hold true to our core values and provide our clients with fanatical care to remain a preferred interiors partner in South Texas

98%
Net Promoter Score

\$550k+
Donated to Community Organizations

4000+
Completed Projects

Core Values

- C:** We **care** enough to show it.
- U:** We seek first to **understand** before being understood.
- L:** We are a continuously **learning** company.
- T:** We support our **team** members.
- U:** We have an **unrivaled** commitment to service excellence.
- R:** We strive to **reduce** waste and be a LEAN organization.
- E:** We are **engaged** in the success of our business.

We provide solutions that inspire clients and colleagues to achieve their corporate and personal goals.

CBI 4D Experience

01

DISCOVERY

- Design consultation
- Comprehensive needs analysis
- Workplace study

02

DESIGN

- Workflow allocation planning
- Preliminary product specification
- Multiple 2D and 3D concepts rendered
- Collaborative, detailed design review
- Changes made to meet needs and budget
- Final furniture and design selection

03

DEFINE

- Sign off on products and finishes
- Financial project planning
- Project ordered
- Consistent status updates
- Construction meetings and/or site visits
- Work with all project subcontractors

04

DELIVER

- Installation
- Walk through with your cbi team
- Final adjustments
- Product training
- OSHA-certified ergonomics specialist available
- Elite Aftercare Program*

Your CBI Team

Leadership



Brent



Matthew

Project Management



Ainsley



Israel



Jackie



Shelby



Tracey



Will

HR



Vivian

IT



Robert

Design



Cassandra



Christie



Michelle



Savannah

Finance



AJ



Lesley

Marketing



Ashley



Suzanne



Taryn

Business Development and Sales



Emily



Grover



Hayden



Mike



Peggy



Sam



Virginia



John

2021 Lakeside Blvd, Richardson

Level 1

LAYOUT 1

Reception

Community

Professional Development

Expulsion

Small Meeting

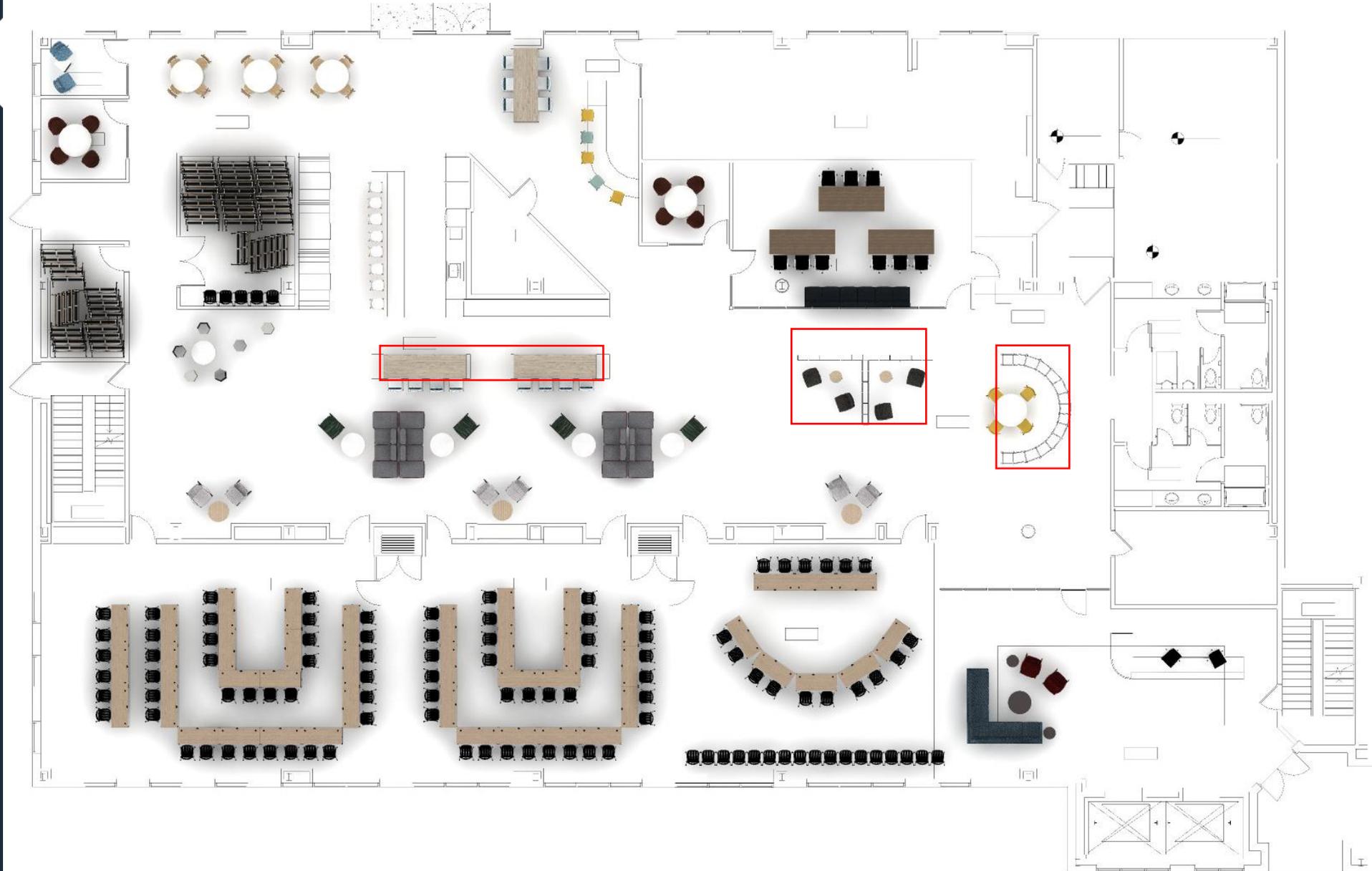
Breakroom

Breakout Area

Genus Bar

Focus Rooms

**Storage Fits 60 Training Tables



Level 1

LAYOUT 2

Reception

Community

Professional Development

Expulsion

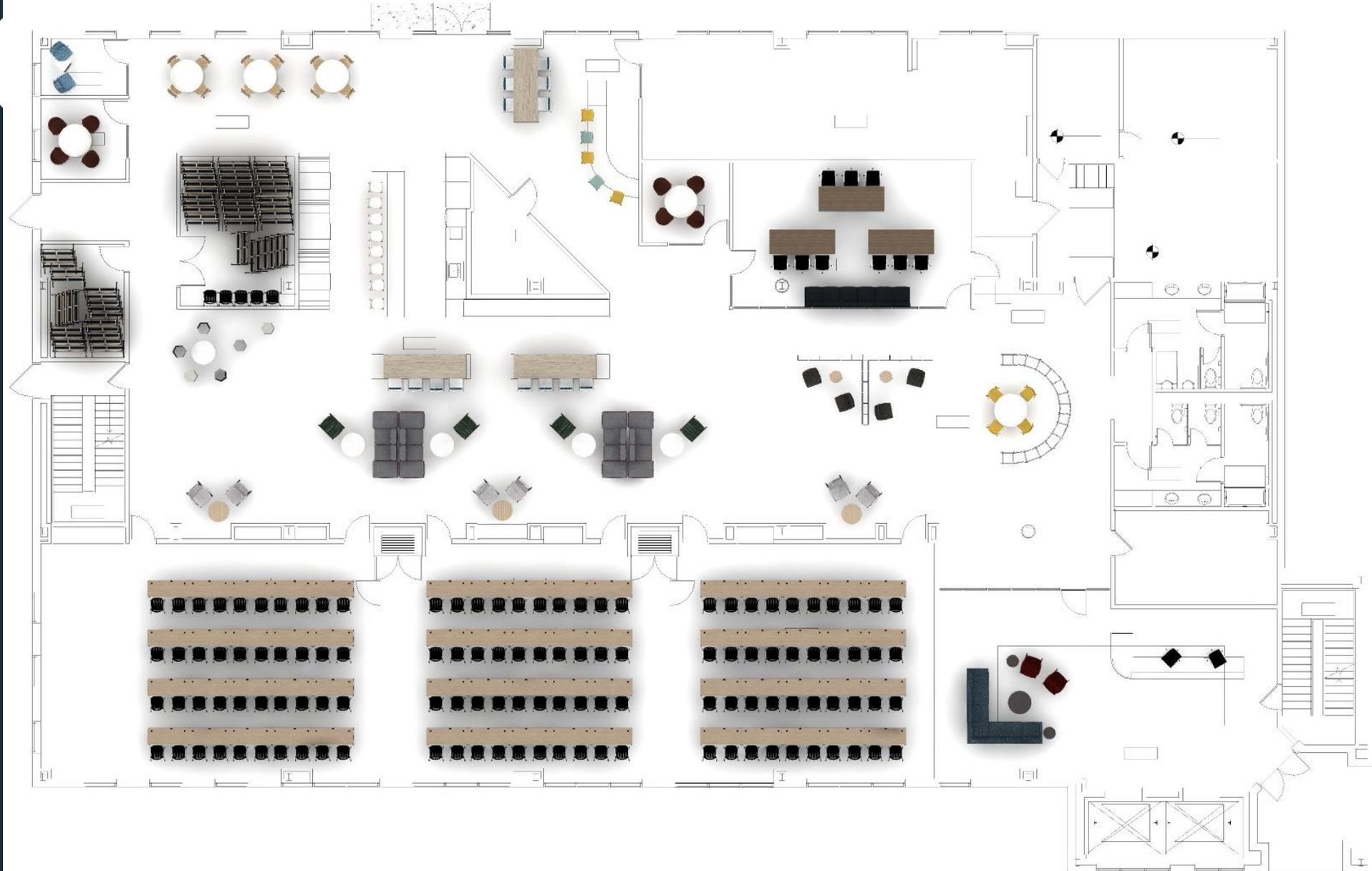
Small Meeting

Breakroom

Breakout Area

Genus Bar

Focus Rooms



Level 1

LAYOUT 3

Reception

Community

Professional Development

Expulsion

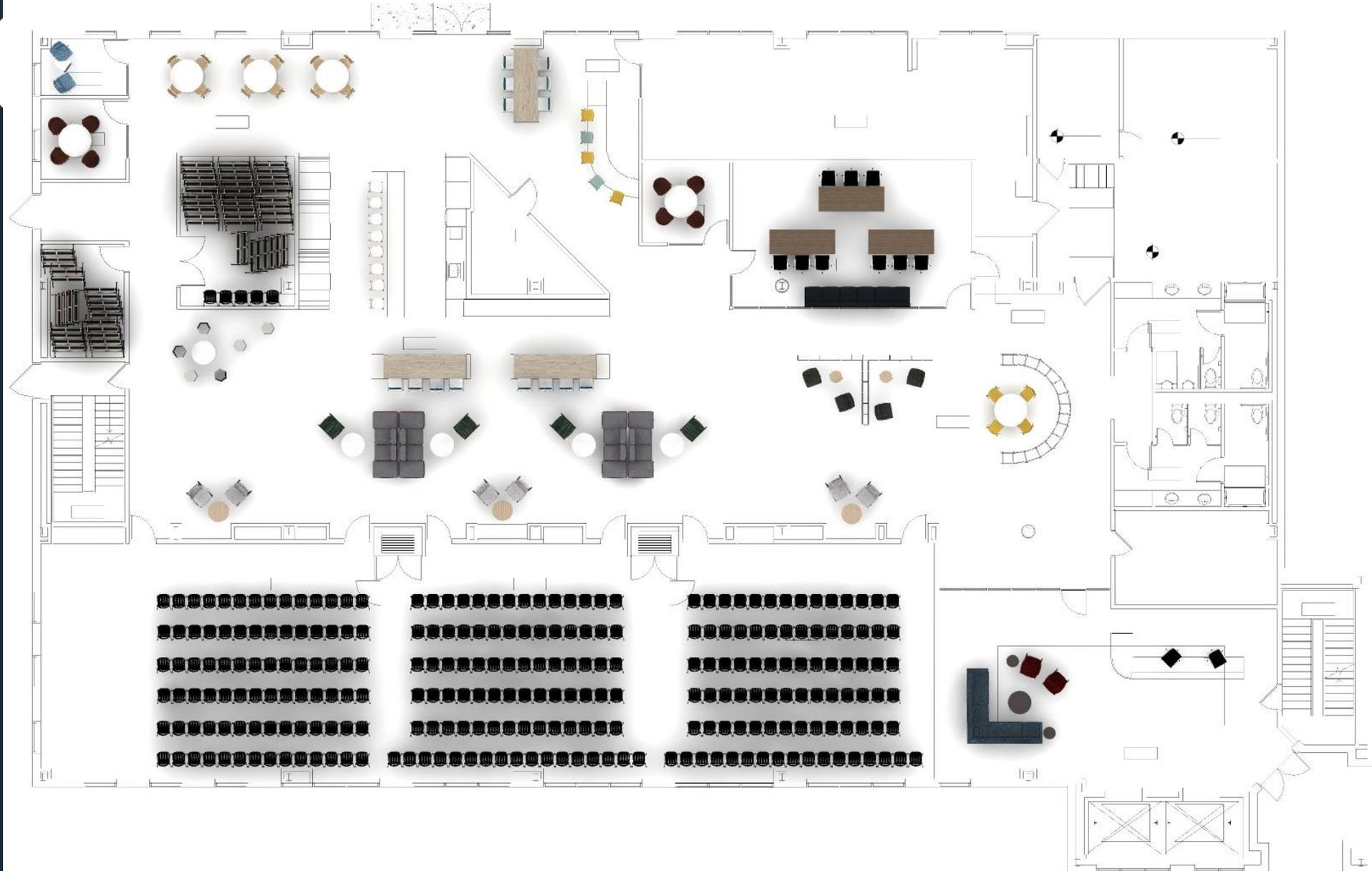
Small Meeting

Breakroom

Breakout Area

Genus Bar

Focus Rooms



Level 1

Reception

Community

Professional Development

Expulsion

Small Meeting

Breakroom

Breakout Area

Genus Bar

Focus Room



Level 2

Open Collab

Large Conference

Small Meeting

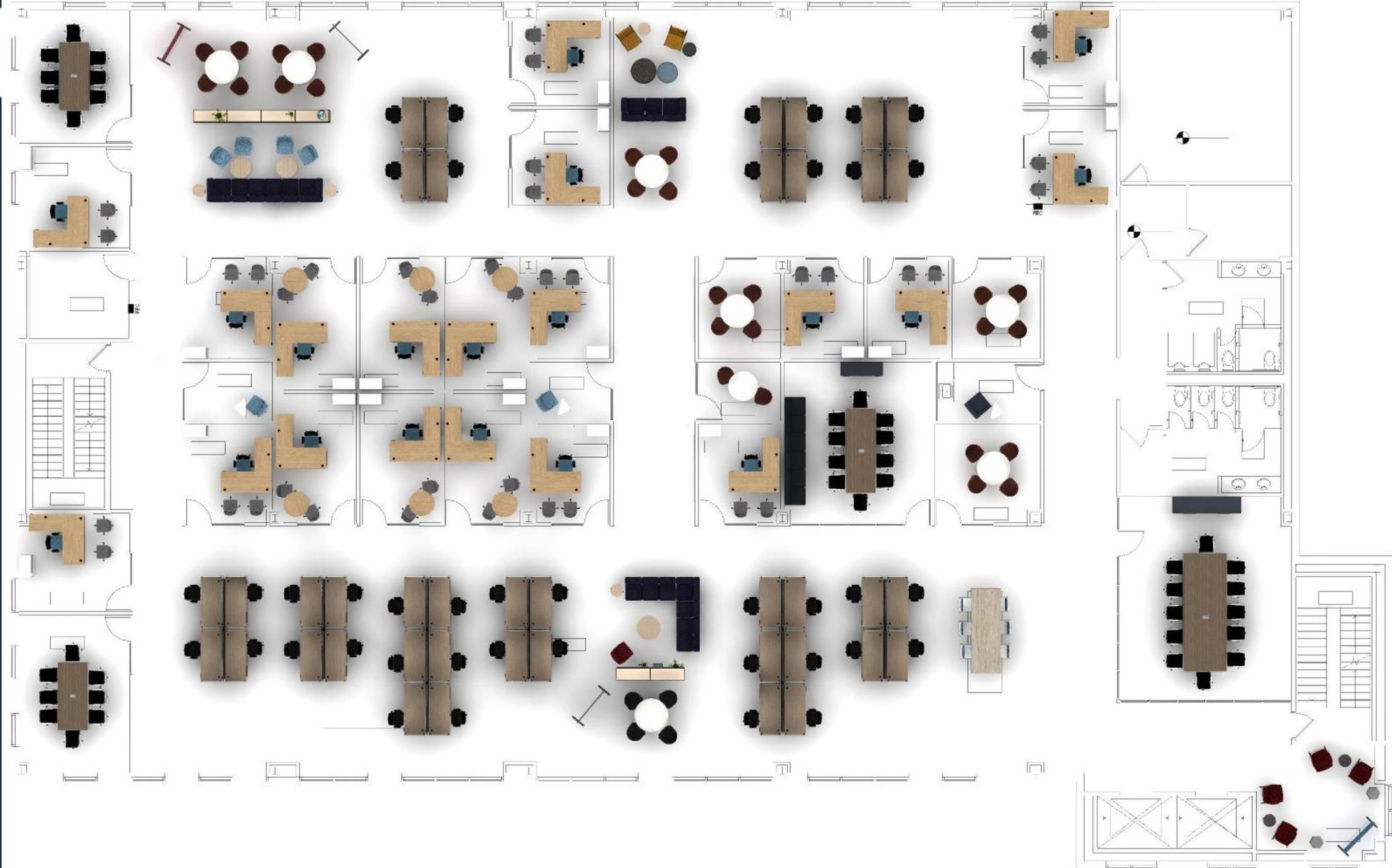
Medium Conference

Open Office

Private Offices

Focus Rooms

Wellness Rooms



Level 2

Open Collab

Large Conference

Small Meeting

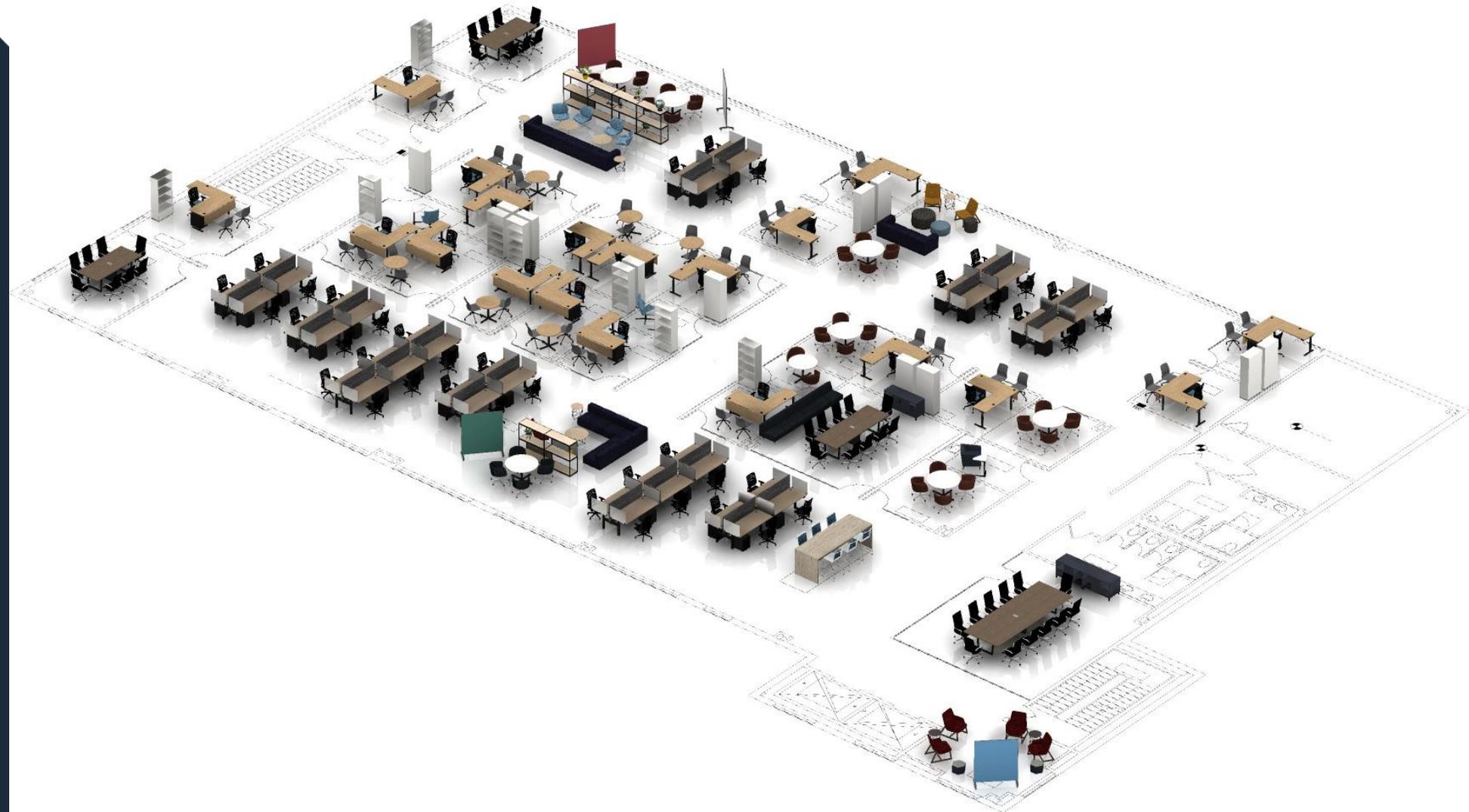
Medium Conference

Open Office

Private Offices

Focus Rooms

Wellness Rooms



Level 3

Open Collab

Large Conference

Medium Conference

Small Meeting

Open Office

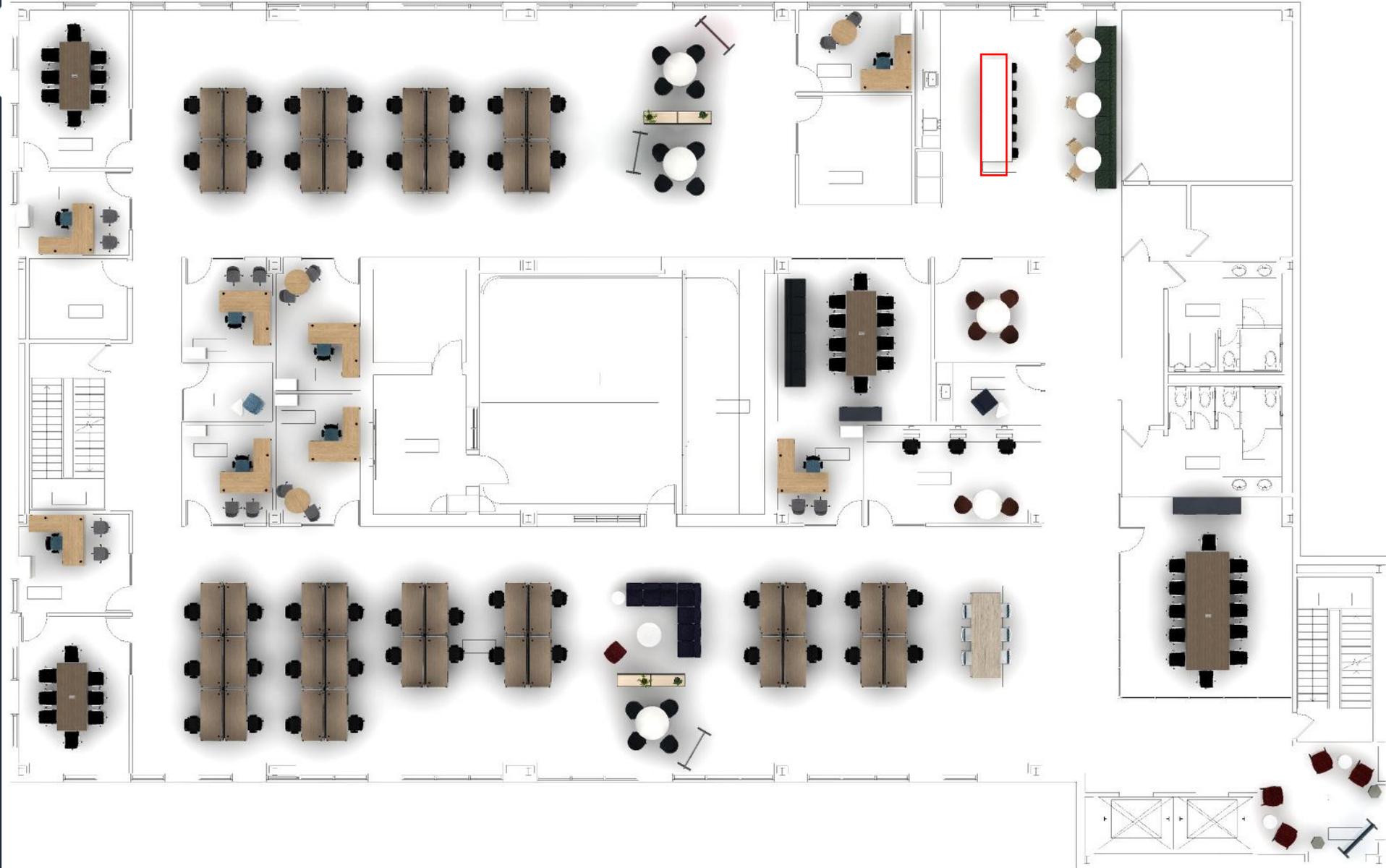
Collab Office

Private Offices

Break Room

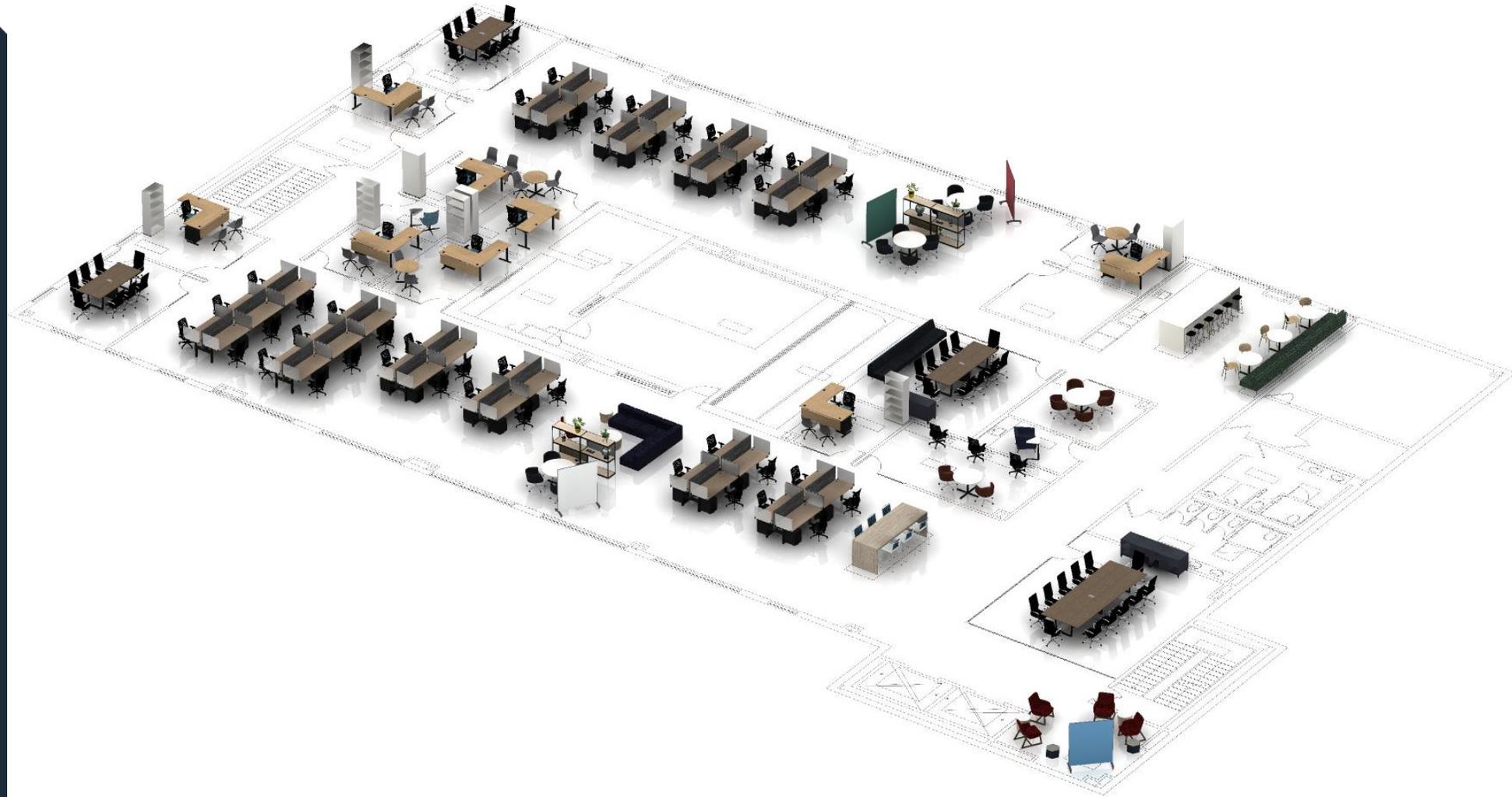
Focus Rooms

Wellness Room



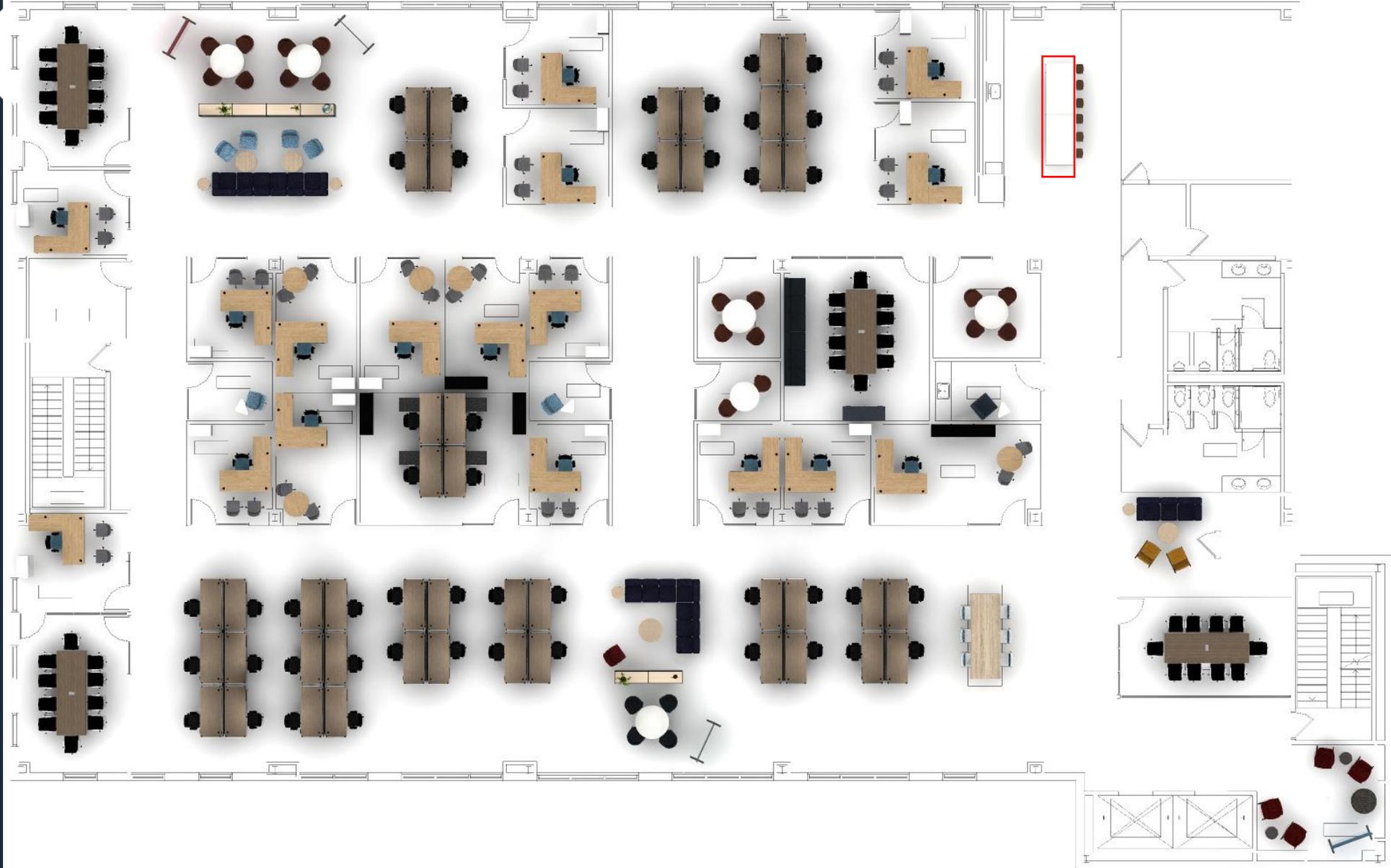
Level 3

- Open Collab*
- Large Conference*
- Small Meeting*
- Open Office*
- Collab Office*
- Private Offices*
- Focus Rooms*
- Wellness Rooms*



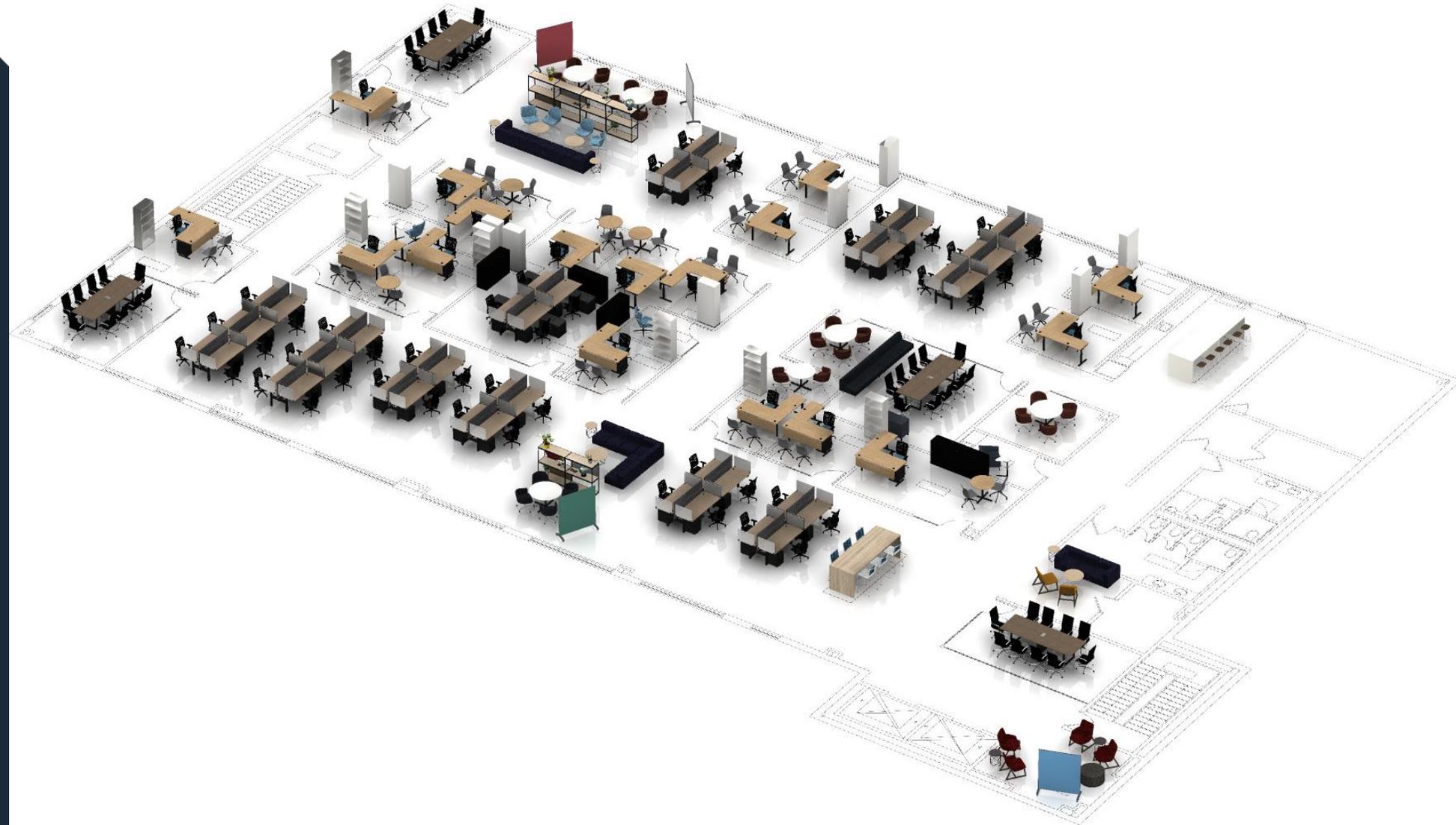
Level 4

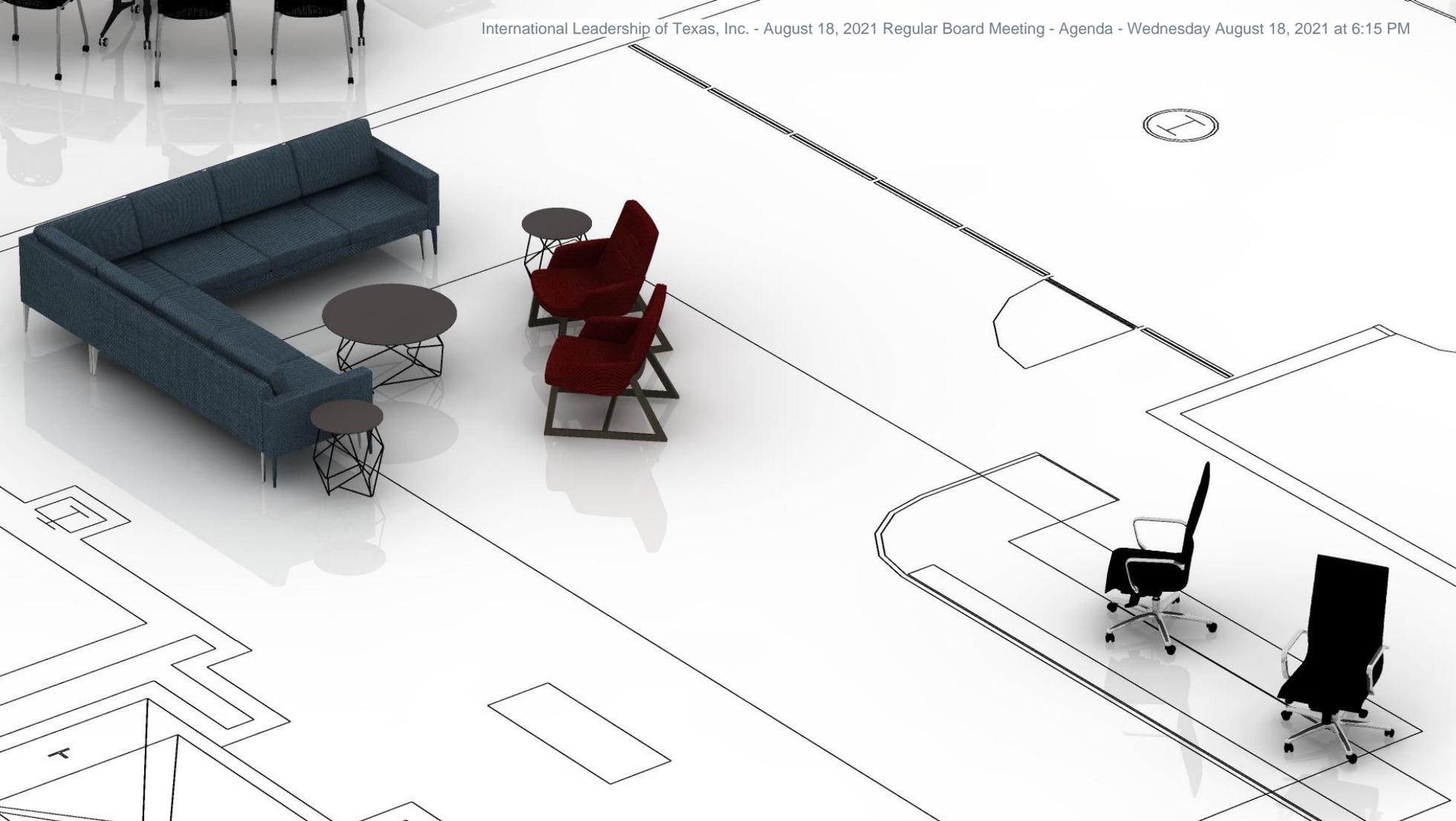
- Open Collab*
- Medium Conference*
- Small Meeting*
- Medium Meeting*
- Open Office*
- Shared Office*
- Private Offices*
- Break Room*
- Focus Rooms*
- Wellness Rooms*



Level 4

- Open Collab*
- Medium Conference*
- Small Meeting*
- Medium Meeting*
- Open Office*
- Shared Office*
- Private Offices*
- Focus Rooms*
- Wellness Rooms*





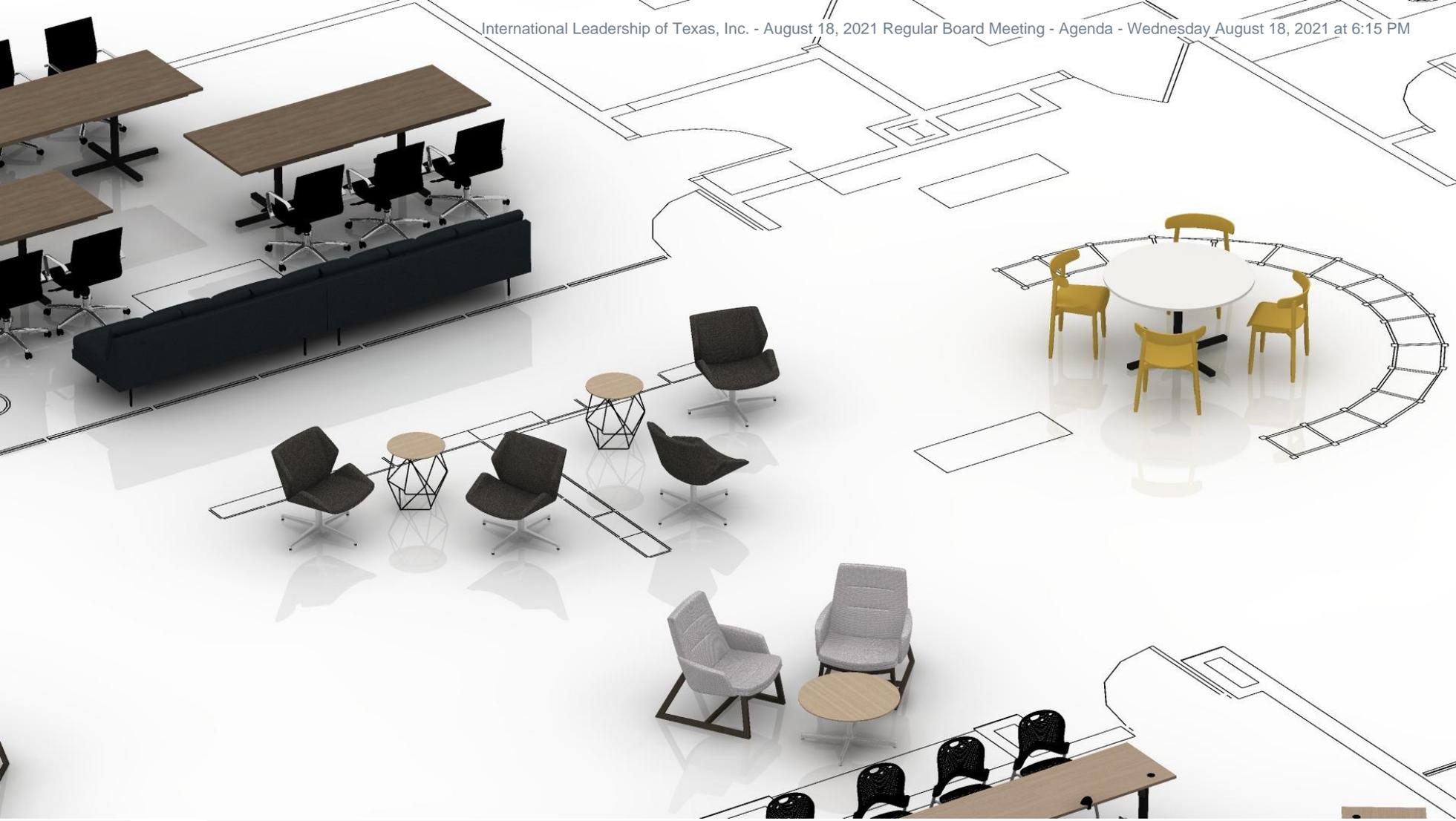
Level 1 - Reception

*Image(s) for Representation Only



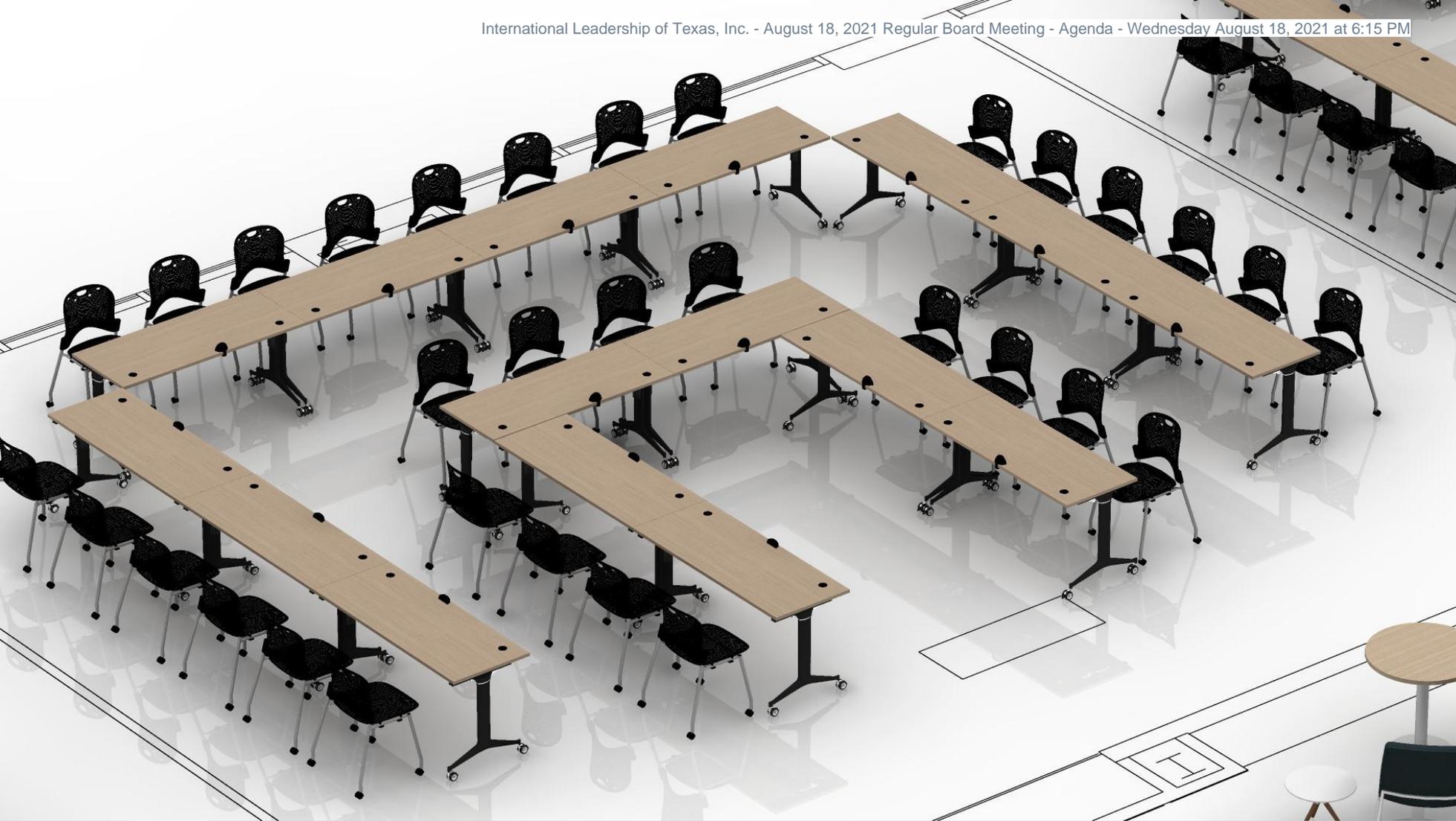
Style of Furniture

*Image(s) for Representation Only



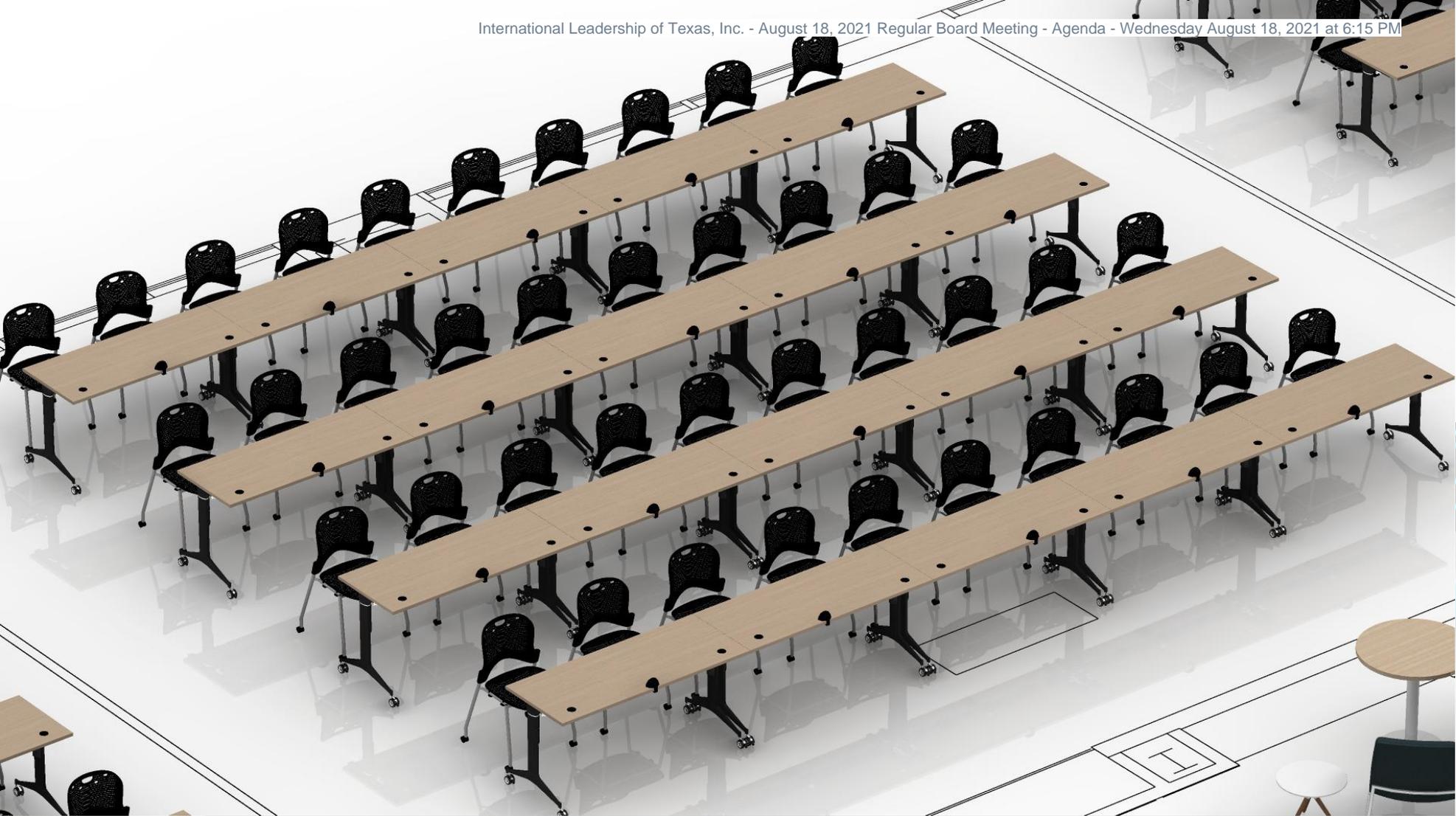
Level 1 - Community

*Image(s) for Representation Only



Level 1 – Professional Development – Layout 1

*Image(s) for Representation Only



Level 1 – Professional Development – Layout 2

*Image(s) for Representation Only



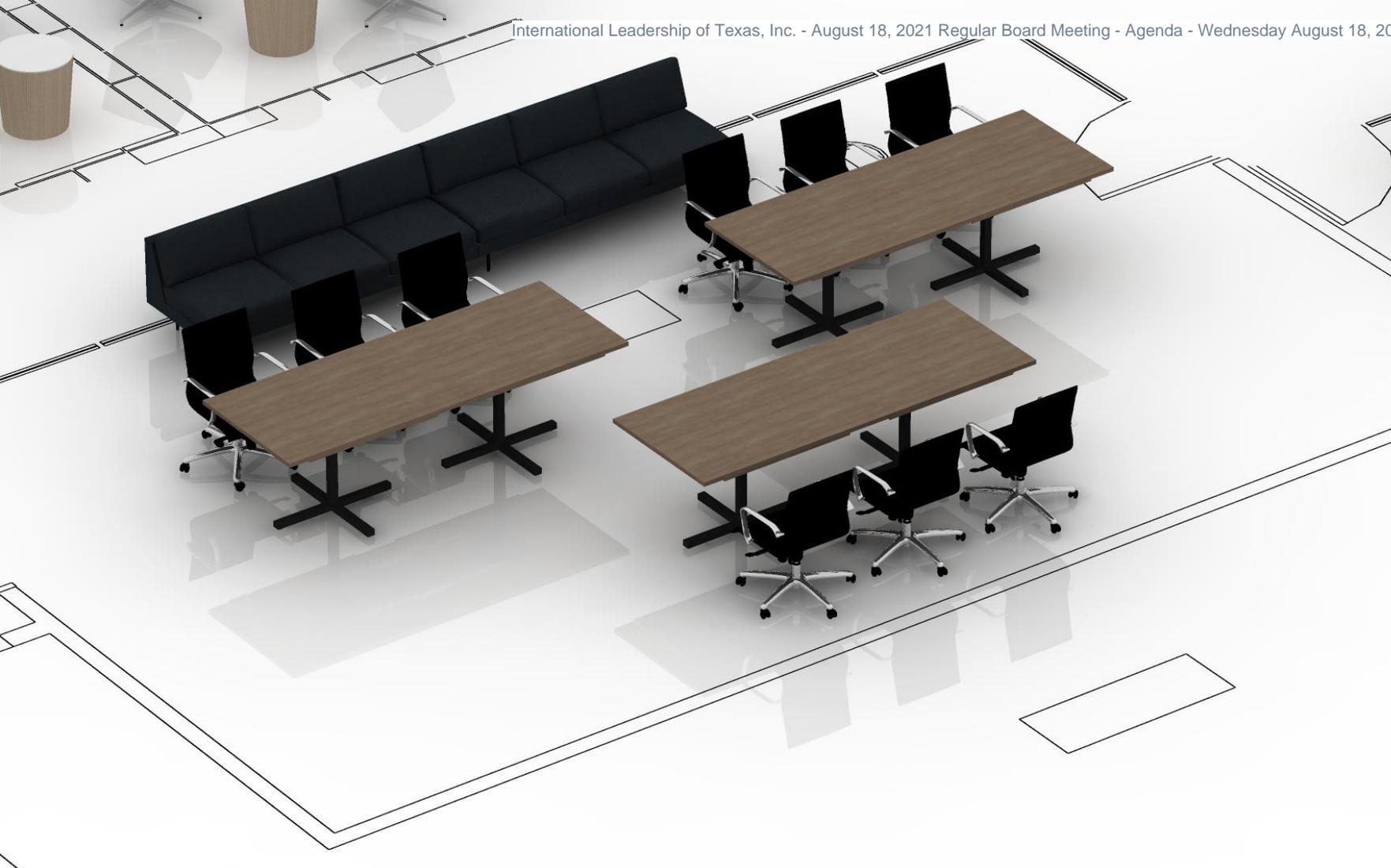
Level 1 – Professional Development – Layout 3

*Image(s) for Representation Only



Style of Furniture

*Image(s) for Representation Only



Level 1 – Expulsion Room

*Image(s) for Representation Only



Style of Furniture

*Image(s) for Representation Only



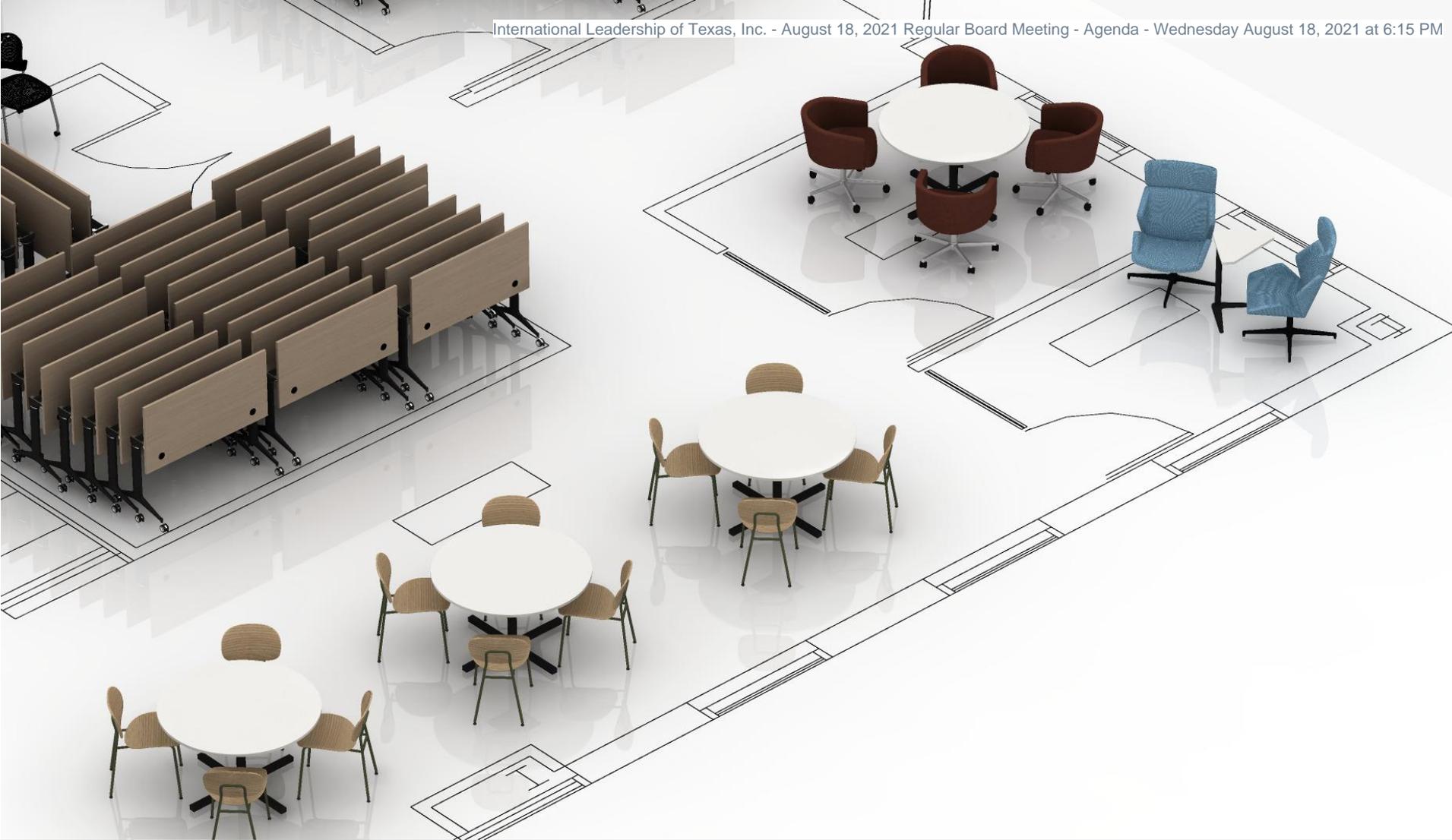
Level 1 – Community & Break Room

*Image(s) for Representation Only



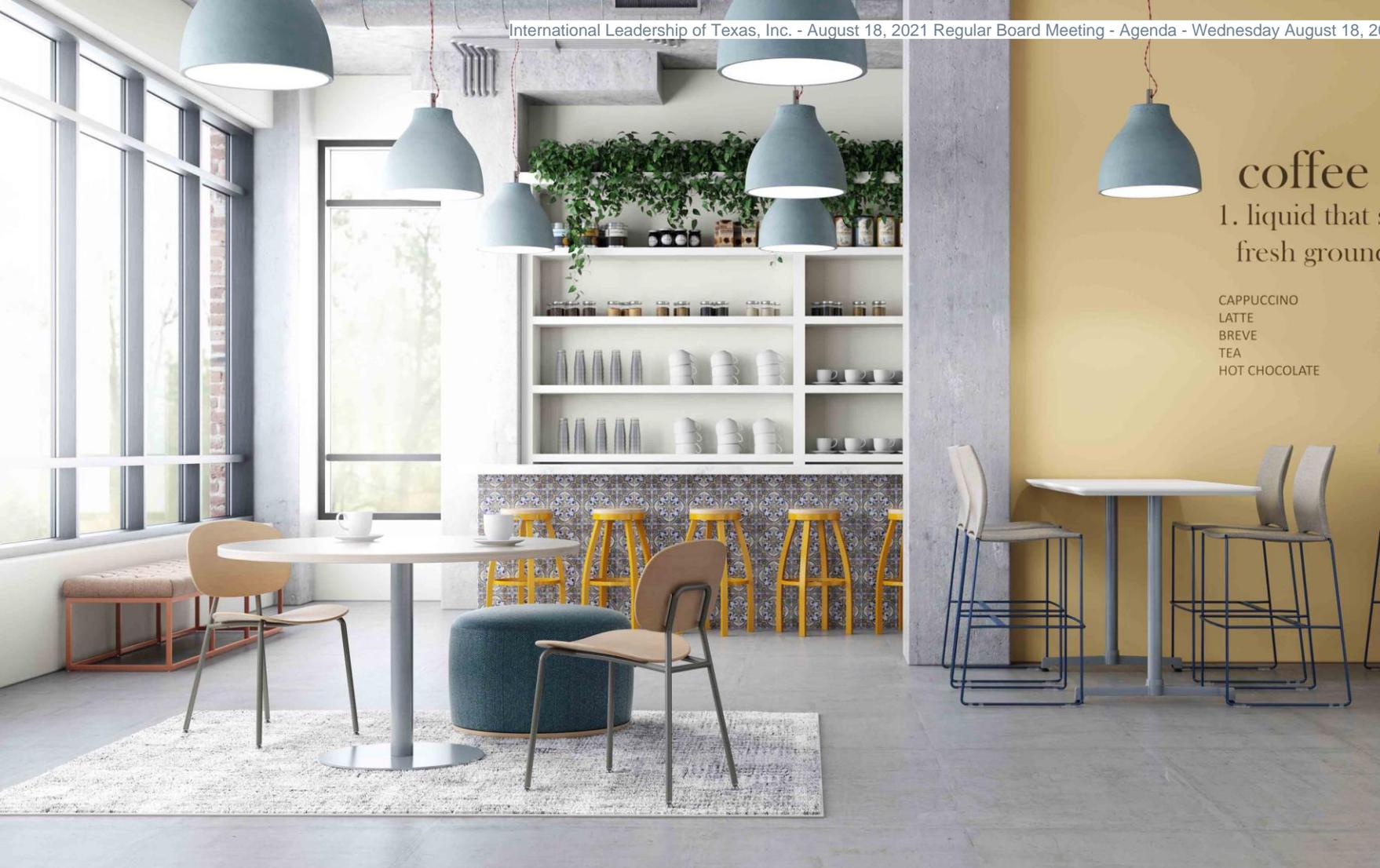
Style of Furniture

*Image(s) for Representation Only



Level 1 – Breakout Area

*Image(s) for Representation Only



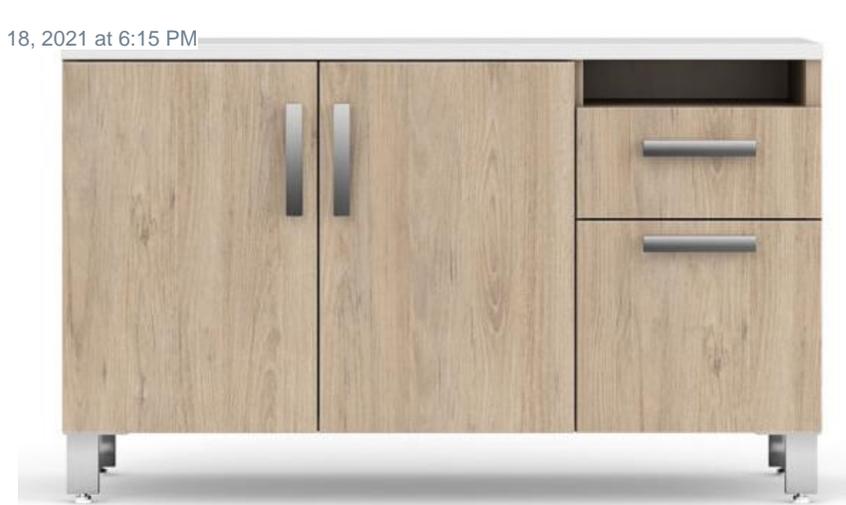
Style of Furniture

*Image(s) for Representation Only



Large Conference

*Image(s) for Representation Only



Style of Furniture

*Image(s) for Representation Only



Medium Conf. – Meeting Rm – Wellness Rm – Open Office

*Image(s) for Representation Only



Style of Furniture

*Image(s) for Representation Only



Open Office

*Image(s) for Representation Only



Style of Furniture

*Image(s) for Representation Only



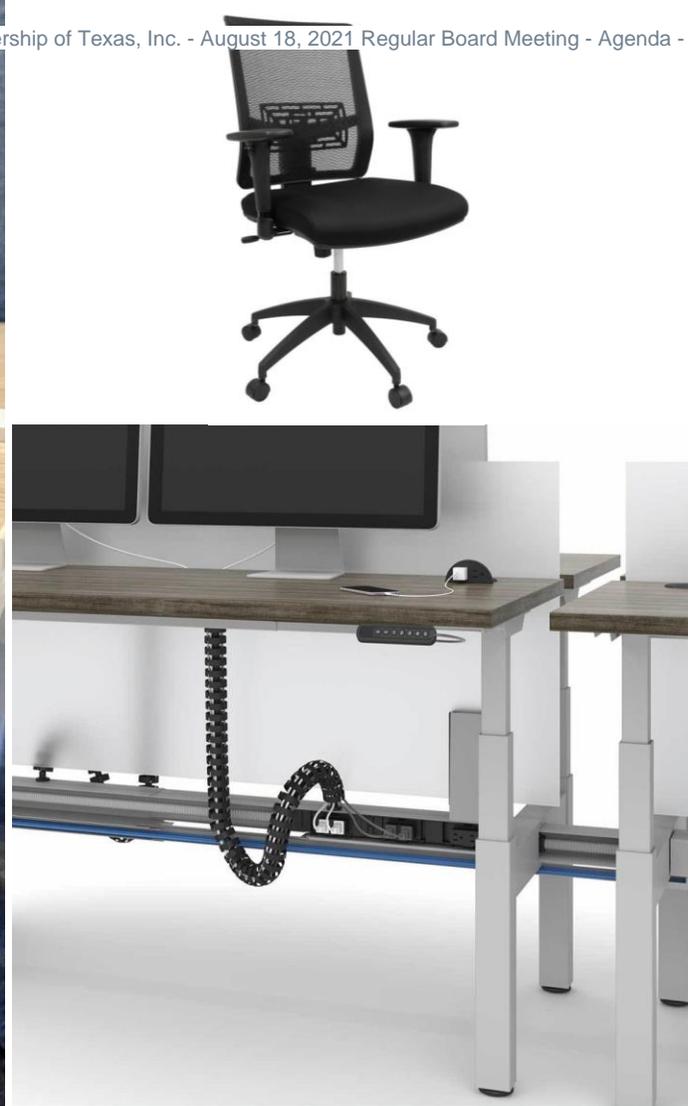
Open Office – Meeting Rm – Private Office's

*Image(s) for Representation Only



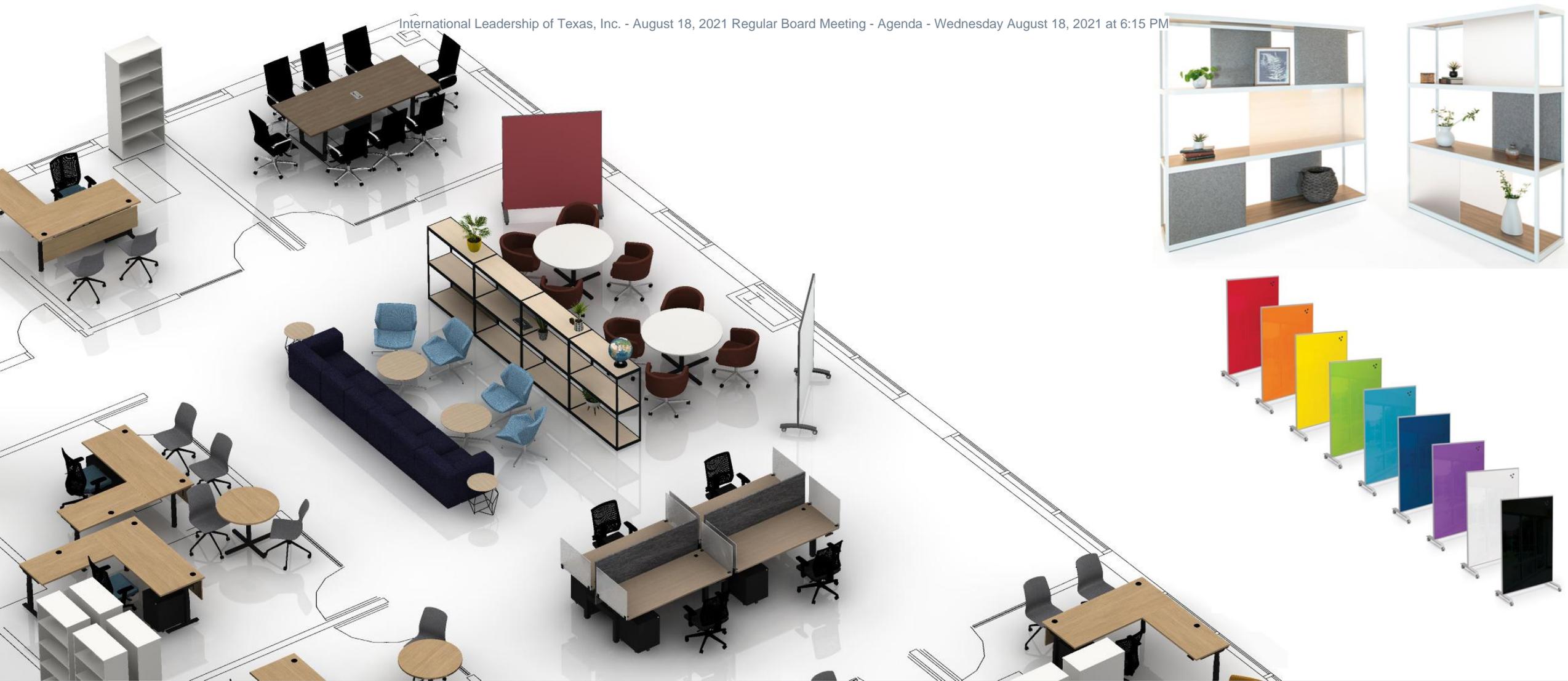
Style of Furniture

*Image(s) for Representation Only



Style of Furniture

*Image(s) for Representation Only



Open Office – Meeting Rm.

*Image(s) for Representation Only



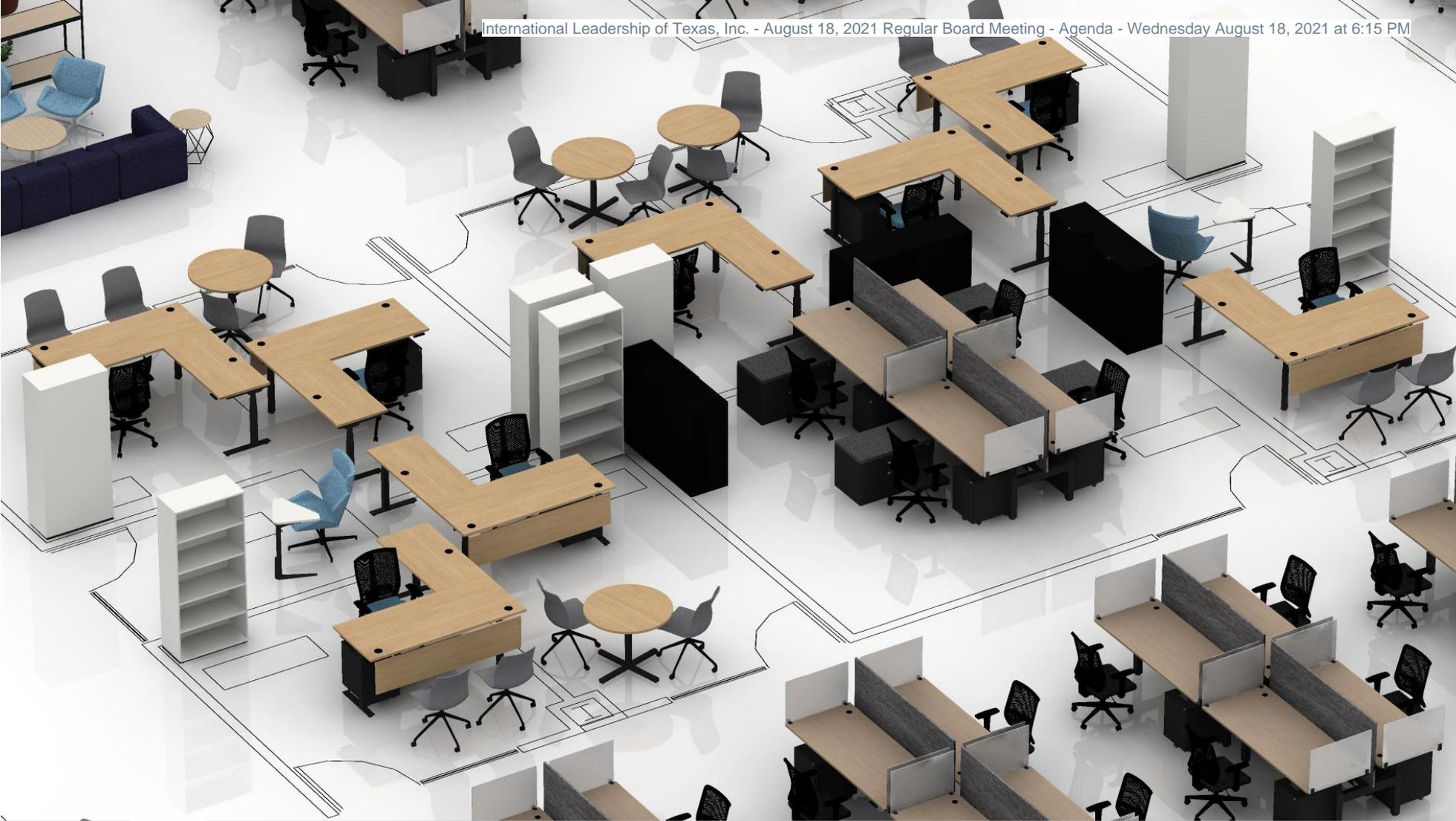
Break Rm – Medium Conf. – Meeting Rm

*Image(s) for Representation Only



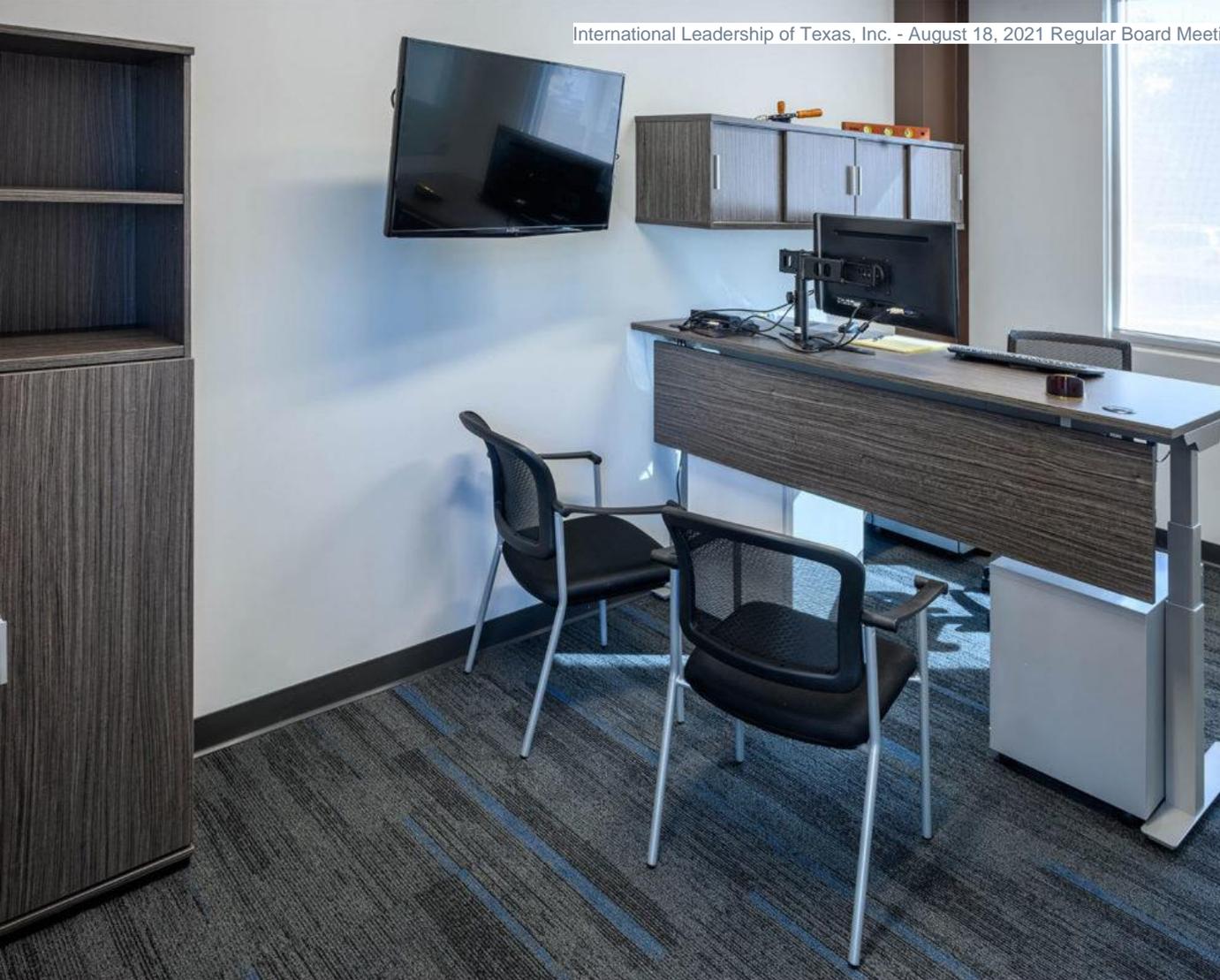
Style of Furniture

*Image(s) for Representation Only



Private Office's

*Image(s) for Representation Only



Style of Furniture

*Image(s) for Representation Only

Your Advantage

1. Access to **factory-direct pricing** ensuring the very best value for your investment.
2. Qualified, **experienced Project Consultants** to make budget-validated professional recommendations that are the very best solution, tailored for your organization.
3. **Manufacturing and distribution in San Antonio, Texas** means we are close at hand. We have a global capability meaning we can furnish project globally if such a need arose.
4. Access to our **Furniture Design Team** who will ensure the layout, functionality and aesthetic of the space is consistent with the goal of the project.
5. **Turnkey Project Management**, Project Oversight, Moving and Installation Services, eliminating the need for you to spend valuable resources coordinating and managing the project.
6. **CBI Elite Aftercare®** product training and project follow up.

Our Commitment to You

Delighted customers will be the end result of every client interaction.

- **Integrity:** We will honor our commitments
- **Honesty:** We will speak openly and directly with care and compassion, working hard to understand and resolve issues
- **Accountability:** We understand what is expected of us and are fully committed to meeting those expectations
- **Development:** We will do everything we can to improve, personally & professionally



At Your Service

- Free furniture space planning, design support, and renderings
- Collaborative open-plan interior specialists
- Spec suites and furniture staging
- Proactive communication and collaboration throughout project
- Fast turnaround on requests
- Local showroom and installations for end user visits
- Design Center with free large-format printing, espresso drinks, resource library, and event/meeting spaces
- What we truly believe is the greatest furniture support team in South Texas!



Some of Our Clients



SOME OF OUR CLIENTS



Warranty

Industry-Leading Lifetime Warranty

15 YEARS:

Structural Hardware

(No Questions Asked)

- Cubicle Panels
- Non-Moving Metal, Wood, Glass or Plastic Hardware
- Chair Frames and Arms
- Table/Desking Frames and Tops
- Filing Systems

10 YEARS:

Moving Parts

- Chair Casters
- Draw Sliders
- Chair Mechanisms
- Folding Mechanisms
- Electrical Systems & Mechanisms
- Adjustable Components

5 YEARS:

Fabrics & Finishes

- Complete Breakdown of Wood, Laminate, Fabric, Leather, Vinyl or Mesh Through Use of Normal Wear and Tear
- Excessive Fading or Discoloration, Beyond Normal Wear and Aging

Repair or replacement parts and labor will be at no cost to the client. Culture-Based Interiors reserves the decision of repairing or replacing a product.

[Ask to see our full warranty](#)

Thank You

Mike Pace
Project Consultant

Office: 866-238-5111 | **Direct:** 210-741-0438

Email: mike.pace@cbi-office.com

Website: www.cbi-office.com

We look forward to continuing this project with you.



It was effortless and easy to work with the CBI Group and Darin. The furniture looks great and the tenants all love it!

Ruth St. James – FORTIS PROPERTY GROUP

CBI Group really makes doing business convenient. They are always professional, easy to work with, knowledgeable, and innovative in their approach. The whole process, from the design phase to the punch list, is a really good experience.

Brad Rollins – DAHILL

We considered three vendors for this project, and ultimately chose CBI Group. It wasn't just about quality and cost; it had to do with service. Not only did CBI have the best quality furniture and the look and feel that we wanted for the price we were looking for, but they offered great service.

Tom Thill – UNITED ALLERGY

CBI Group takes care of its clients. They offer good product and value, and have provided everything we need – from desks to lobby furniture. It was great working with them!

Jack Coley – COLEY & ASSOCIATES

What Our Clients Say



SOLUTION

Number CBIQ14900
 Project # 13209
 Sales Order #
 Date 6/16/2021

Prepared For International Leadership of Texas Richardson, TX	Ship To International Leadership of Texas Richardson, TX	Prepared for you by: Brent Warrilow
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Phone Phone
 Fax Fax

Line	Description	Qty	Unit Price	Ext. Price
Level 01				
Reception				
1	High Back Vogue Chair - Ergonomic One Piece Black Faux Leather Back and Seat Construction	2	\$249.20	\$498.40
2	L-Shape Sofa - 110"W x 110"D x 31"H L-Shape Sofa w/ Metal Legs - Multiple Grade 3 Upholstery Options	1	\$6,283.93	\$6,283.93
3	Midback Lounge - 29.75"W x 29.75"D x 33.35"H Midback Lounge w/ Arms + Wood Sled Base - Multiple Wood Finish and Grade 1 Upholstery Options	2	\$861.65	\$1,723.30
4	End Table - 18"W x 18"D x 20"H Wire Base End Table - Multiple Laminate Finish Options	2	\$537.81	\$1,075.62
5	Coffee Table - 34"Dia. x 17"H Wired Base Coffee Table - Multiple Laminate Finish Options	1	\$777.53	\$777.53
Community				
6	Round Table - 48" Round Table w/ X-Base - FAST Fnish Options	1	\$398.30	\$398.30
7	Side Guest Chair - 22.5"W x 18.75"D x 29"H Painted Wood Guest Chair - Multiple Paint Finish Options	4	\$537.81	\$2,151.24
8	Mid Back Swivel - 24.5"W x 24.5"D x 32"H Mid Back Swivel	4	\$1,019.36	\$4,077.44

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Line	Description	Qty	Unit Price	Ext. Price
	- Multiple Grade 3 Upholstery Options			
9	Small Round Table - 30" Round Table w/ X-Base- 16.75"H - Multiple Laminate Finish Options	3	\$764.39	\$2,293.17
10	Midback Armless Lounge - 23.5"W x 29.75"D x 33.35"H Midback Armless Lounge w/ Wood Sled Base - Multiple Wood Finish and Grade 2 Upholstery Options	4	\$788.57	\$3,154.28
11	Midback Lounge - 29.75"W x 29.75"D x 33.35"H Midback Lounge w/ Arms + Wood Sled Base - Multiple Wood Finish and Grade 1 Upholstery Options	6	\$861.65	\$5,169.90
12	Chaise Cushion - 24"W x 34"D x 24"H Chaise Cushion w/ Welt Trim - Multiple Grade 3 Upholstery Options	8	\$808.02	\$6,464.16
13	Small Cushion - 36"W x 24"D x 12"H Small Cushion w/ Welt Trim - Multiple Grade 3 Upholstery Options	8	\$822.74	\$6,581.92
14	End Table - 18"W x 18"D x 20"H Wire Base End Table - Multiple Laminate Finish Options	2	\$537.81	\$1,075.62
15	Coffee Table - 36"W x 36"D x 15"H Tapered Cylinder Table - Solid Surface Top w/ Power Module on Top - Multiple Laminate Finish Options	5	\$4,130.36	\$20,651.80
16	Ottoman - 19"W x 17"D x 12.75"H Hexagon Ottoman - Multiple Grade 3 Upholstery Options	3	\$365.90	\$1,097.70
17	Ottoman w/ Back - 18.5"W x 16.5"D x 17.25"H Hexagon Ottoman w/ Back - Multiple Grade 3 Upholstery Options	3	\$519.41	\$1,558.23
Professional Development				
18	Optima Training Table - 24"x60" Optima Training Table- Flip & Nest - Fully Integrated Power- Includes Desktop Power Unit per Table - FAST Finish Options	60	\$619.96	\$37,197.60
19	Mobile Blaze Chair - Armless Stackable Chair w/ Casters- Pitch Black, Citrus Green, Sky Blue or Cloud White	258	\$114.45	\$29,528.10
Expulsion				
20	Three60 Meeting Table - 36" x 96" Two Peice Table w/ X-Bases - Multiple FX Laminate Finish Options	3	\$1,014.66	\$3,043.98

Line	Description	Qty	Unit Price	Ext. Price
21	Mid Back Vogue Chair - Ergonomic One Piece Black Faux Leather Back and Seat Construction	9	\$244.65	\$2,201.85
22	Armless Sofa - 77"W x 29.75"D x 28.75"H Armless Sofa - Multiple Grade 3 Upholstery Options	2	\$1,903.61	\$3,807.22
Small Meeting				
23	Round Table - 48" Round Table w/ X-Base - FAST Finish Options	1	\$398.30	\$398.30
24	Low Back Swivel Guest Chair - 25.75"W x 26.75"D x 29/34"H Low-Back Swivel - Multiple Grade 3 Upholstery Options	4	\$660.82	\$2,643.28
Breakroom				
25	Bar Stool - Mesh Back Sled Base Stool w/ Plastic Seat- Armless - Multiple Mesh Color Options	8	\$273.21	\$2,185.68
26	Counter Stool - 20 3/4"D x 17"W x 37.375"H Plastic Seat and Back Counter Stool - Multiple Plastic Finish Options	8	\$458.86	\$3,670.88
Breakout Area				
27	Round Table - 48" Round Table w/ X-Base - FAST Finish Options	3	\$341.40	\$1,024.20
28	Armless Side Chair - 22 3/4"D x 17 1/4"W x 31 1/4"H - Armless Guest Chair w/ Wood Seat and Back - Multiple Wood and Metal Finish Options	12	\$510.29	\$6,123.48
Genus Bar				
29	Standing Height Parsons Table - 36"D x 108"W x 42"H Standing Height Parson Table - (4x) Under Surface Mounted Power Modules-1x Power, Dual USB per (2x per side) - Multiple Laminate Finish Options	1	\$2,967.67	\$2,967.67
30	Bar Stool - Mesh Back Sled Base Stool w/ Plastic Seat- Armless - Multiple Mesh Color Options	6	\$273.21	\$1,639.26
31	Wood Bar Stool - 20.25"W x 18.75"D x 37"H Painted Wood Bar Stool - Multiple Paint Finish Options	5	\$652.41	\$3,262.05
Focus Rooms				

Line	Description	Qty	Unit Price	Ext. Price
32	Laptop Table - Triangular Laptop Table - FAST Finish Options	1	\$139.30	\$139.30
33	High Back Swivel - 24.5"W x 26.75"D x 40.5"H High Back Swivel - Multiple Grade 2 Upholstery Options	2	\$1,056.69	\$2,113.38
34	Round Table - 48" Round Table w/ X-Base - FAST Finish Options	1	\$398.30	\$398.30
35	Low Back Swivel Guest Chair - 25.75"W x 26.75"D x 29/34"H Low-Back Swivel - Multiple Grade 3 Upholstery Options	4	\$660.82	\$2,643.28
36	SubTotal			\$170,020.35
Level 02				
Open Collab				
37	Midback Lounge - 29.75"W x 29.75"D x 33.35"H Midback Lounge w/ Arms + Wood Sled Base - Multiple Wood Finish and Grade 1 Upholstery Options	4	\$861.65	\$3,446.60
38	End Table - 18"W x 18"D x 20"H Wire Base End Table - Multiple Laminate Finish Options	2	\$537.81	\$1,075.62
39	Ottoman - 19"W x 17"D x 12.75"H Hexagon Ottoman - Multiple Grade 3 Upholstery Options	2	\$365.00	\$730.00
40	Mobile Glassboard - 6'H x 4'W Mobile Full Glassboard- Double Sided - Multiple Color Options	1	\$2,854.29	\$2,854.29
Large Conference				
41	Three60 Conference Table - 60"x168" Three60 Conference Table - (1x) In-Surface Unit- 1x Power, 1x Data, 1x HDMI - Multiple FX Laminate Finish Options	1	\$1,944.96	\$1,944.96
42	Mid Back Vogue Chair - Ergonomic One Piece Black Faux Leather Back and Seat Construction	12	\$244.65	\$2,935.80
43	Credenza - 20"D x 60"W Sliding Door Credenza w/ Shelf - Multiple Laminate Finish Options	2	\$610.36	\$1,220.72

Line	Description	Qty	Unit Price	Ext. Price
Small Meeting				
44	Three60 Conference Table - 42"x96" Three60 Conference Table - (1x) In-Surface Unit- 1x Power, 1x Data, 1x HDMI per - Multiple FX Laminate Finish Options	2	\$1,641.16	\$3,282.32
45	Mid Back Vogue Chair - Ergonomic One Piece Black Faux Leather Back and Seat Construction	16	\$244.65	\$3,914.40
46	Round Table - 48" Round Table w/ X-Base - FAST Finish Options	3	\$398.30	\$1,194.90
47	Low Back Swivel Guest Chair - 25.75"W x 26.75"D x 29/34"H Low-Back Swivel - Multiple Grade 3 Upholstery Options	12	\$660.82	\$7,929.84
Medium Conference				
48	Three60 Conference Table - 42"x120" Three60 Conference Table - (1x) In-Surface Unit- 1x Power, 1x Data, 1x HDMI per - Multiple FX Laminate Finish Options	1	\$1,641.16	\$1,641.16
49	Mid Back Vogue Chair - Ergonomic One Piece Black Faux Leather Back and Seat Construction	10	\$244.65	\$2,446.50
50	Credenza - 20"D x 60"W Open/Box/File-Double Door-Open/Box/File Storage Credenza - Multiple Laminate Finish Options	1	\$883.58	\$883.58
51	Armless Sofa - 77"W x 29.75"D x 28.75"H Armless Sofa - Multiple Grade 3 Upholstery Options	2	\$1,903.61	\$3,807.22
Open Office				
52	Boost Pro Height-Adjustable Workstations - 30"x72" Boost Pro Height Adjustable Desk - 30"H Beam Mounted Acoustic Divider - 20"H Dry-Erase Frosted Glass Dividers- Side Only - Mobile Box/Box/File Pedestal - Fully Integrated Power - FAST Finish Options	40	\$1,349.23	\$53,969.20
53	Epic Task Chair - Black Mesh Back and Seat Task Chair w/ Adjustable Arms	40	\$166.60	\$6,664.00
54	Standing Height Parsons Table - 42"D x 120"W x 42"H Standing Height Parson Table - (4x) Under Surface Mounted Power Modules-1x Power, Dual USB per (2x per side) - Multiple Laminate Finish Options	1	\$3,198.10	\$3,198.10

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Line	Description	Qty	Unit Price	Ext. Price
55	Bar Stool - Mesh Back Sled Base Stool w/ Plastic Seat- Armless - Multiple Mesh Color Options	6	\$273.21	\$1,639.26
56	Mobile Glassboard - 6'H x 4'W Mobile Full Glassboard- Double Sided - Multiple Color Options	3	\$2,854.29	\$8,562.87
57	Round Table - 48" Round Table w/ X-Base - FAST Finish Options	4	\$398.30	\$1,593.20
58	Low Back Swivel Guest Chair - 25.75"W x 26.75"D x 29/34"H Low-Back Swivel - Multiple Grade 3 Upholstery Options	16	\$660.82	\$10,573.12
59	Shelving Unit - 96"W x 120"D x 53"H Shelving Unit - Includes Acoustic PET and Translucent Twinwall Panels - Multiple Wood Shelving and Metal Finish Options	3	\$6,200.00	\$18,600.00
60	High Back Swivel - 24.5"W x 26.75"D x 40.5"H High Back Swivel - Multiple Grade 4 Upholstery Options	1	\$1,146.06	\$1,146.06
61	Coffee Table - 34"Dia. x 17"H Wired Base Coffee Table - Multiple Laminate Finish Options	1	\$777.53	\$777.53
62	Low Coffee Table - 30"Dia. x 16.75"H Round Low Coffee Table - Multiple Laminate Finish Options	2	\$764.39	\$1,528.78
63	Mid Back Swivel - 24.5"W x 24.5"D x 32"H Mid Back Swivel - Multiple Grade 2 Upholstery Options	4	\$989.92	\$3,959.68
64	Midback Armless Lounge - 23.5"W x 29.75"D x 33.35"H Midback Armless Lounge w/ Wood Sled Base - Multiple Grade 3 Upholstery Options	2	\$818.01	\$1,636.02
65	Chaise Cushion - 24"W x 34"D x 24"H Chaise Cushion w/ Welt Trim - Multiple Grade 3 Upholstery Options	11	\$818.01	\$8,998.11
66	Corner Cushion - 36"W x 34"D x 24"H Small Cushion w/ Welt Trim - Multiple Grade 3 Upholstery Options	5	\$1,102.95	\$5,514.75
67	Round Cushion - 30"Dia. x 12"H Round Cushion w/ Welt Trim - Multiple Grade 3 Upholstery Options	1	\$872.69	\$872.69

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Line	Description	Qty	Unit Price	Ext. Price
68	Small Round Ottoman - 20.75" Dia. x 18"H Small Round Ottoman - Multiple Grade 3 Upholstery Options	1	\$590.90	\$590.90
69	Large Round Ottoman - 36"Dia. x 18"H Round Ottoman - Multiple Grade 3 Upholstery Options	1	\$905.81	\$905.81
70	End Table - 18"W x 18"D x 20"H Wire Base End Table - Multiple Laminate Finish Options	4	\$537.81	\$2,151.24
Private Offices				
71	Boost Height Adjustable L-Shape Desk - 30"x72" Main Desk w/ 24"x42" Return - Mobile Box/Box/file Pedestal - Laminate Modesty Panel - Plugs Directly Into Wall - Multiple FX Finish Options	19	\$1,999.20	\$37,984.80
72	Bookcase - 31.5"W x 15"D x 72"H Laminate Bookcase - FAST Finish Options- Shadow Elm or White	19	\$274.40	\$5,213.60
73	Round Meeting Table - 36" Round Table w/ X-Base - Multiple FX Finish Options	6	\$360.15	\$2,160.90
74	Razor Task Chair - High Black Mesh Back and Seat w/ Adjustable Arms - Multiple FX Upholstery Seat Options	19	\$362.25	\$6,882.75
75	Mid Back Guest Chair - 19.5"W x 22.75"D x 35.35"H Mid Back Upholstered Swivel Guest Chair - Multiple Grade 3 Upholstery Options	38	\$404.80	\$15,382.40
Focus Rooms				
76	Laptop Table - Triangular Laptop Table - FAST Finish Options	2	\$139.30	\$278.60
77	High Back Swivel - 24.5"W x 26.75"D x 40.5"H High Back Swivel - Multiple Grade 2 Upholstery Options	2	\$1,056.69	\$2,113.38
78	Round Table - 42" Round Table w/ X-Base - FAST Finish Options	1	\$397.60	\$397.60
79	Low Back Swivel Guest Chair - 25.75"W x 26.75"D x 29/34"H Low-Back Swivel	2	\$660.82	\$1,321.64

Line	Description	Qty	Unit Price	Ext. Price
	- Multiple Grade 3 Upholstery Options			
	Wellness Rooms			
80	Laptop Table - Triangular Laptop Table - FAST Finish Options	1	\$139.30	\$139.30
81	Lounge Chair - 27.5"W x 29"D x 28.5"H Lounge Chair w/ Metal Frame - Multiple Grade 2 Upholstery Options	1	\$1,037.55	\$1,037.55
82	SubTotal			\$245,101.75
	Level 03			
	Open Collab			
83	Midback Lounge - 29.75"W x 29.75"D x 33.35"H Midback Lounge w/ Arms + Wood Sled Base - Multiple Wood Finish and Grade 1 Upholstery Options	4	\$861.65	\$3,446.60
84	End Table - 18"W x 18"D x 20"H Wire Base End Table - Multiple Laminate Finish Options	2	\$537.81	\$1,075.62
85	Ottoman - 19"W x 17"D x 12.75"H Hexagon Ottoman - Multiple Grade 3 Upholstery Options	2	\$365.00	\$730.00
86	Mobile Glassboard - 6'H x 4'W Mobile Full Glassboard- Double Sided - Multiple Color Options	1	\$2,854.29	\$2,854.29
	Large Conference			
87	Three60 Conference Table - 60"x168" Three60 Conference Table - (1x) In-Surface Unit- 1x Power, 1x Data, 1x HDMI - Multiple FX Laminate Finish Options	1	\$1,944.96	\$1,944.96
88	Mid Back Vogue Chair - Ergonomic One Piece Black Faux Leather Back and Seat Construction	12	\$244.65	\$2,935.80
89	Credenza - 20"D x 60"W Sliding Door Credenza w/ Shelf - Multiple Laminate Finish Options	2	\$610.36	\$1,220.72
	Medium Conference			
90	Three60 Conference Table - 42"x120" Three60 Conference Table - (1x) In-Surface Unit- 1x Power, 1x Data, 1x HDMI per	1	\$1,641.16	\$1,641.16

Line	Description	Qty	Unit Price	Ext. Price
	- Multiple FX Laminate Finish Options			
91	Mid Back Vogue Chair - Ergonomic One Piece Black Faux Leather Back and Seat Construction	10	\$244.65	\$2,446.50
92	Credenza - 20"D x 60"W Open/Box/File-Double Door-Open/Box/File Storage Credenza - Multiple Laminate Finish Options	1	\$883.58	\$883.58
93	Armless Sofa - 77"W x 29.75"D x 28.75"H Armless Sofa - Multiple Grade 3 Upholstery Options	2	\$1,903.61	\$3,807.22
Small Meeting				
94	Three60 Conference Table - 42"x96" Three60 Conference Table - (1x) In-Surface Unit- 1x Power, 1x Data, 1x HDMI per - Multiple FX Laminate Finish Options	2	\$1,641.16	\$3,282.32
95	Mid Back Vogue Chair - Ergonomic One Piece Black Faux Leather Back and Seat Construction	16	\$244.65	\$3,914.40
96	Round Table - 48" Round Table w/ X-Base - FAST Finish Options	1	\$398.30	\$398.30
97	Low Back Swivel Guest Chair - 25.75"W x 26.75"D x 29/34"H Low-Back Swivel - Multiple Grade 3 Upholstery Options	4	\$660.82	\$2,643.28
Open Office				
98	Boost Pro Height-Adjustable Workstations - 30"x72" Boost Pro Height Adjustable Desk - 30"H Beam Mounted Acoustic Divider - 20"H Dry-Erase Frosted Glass Dividers- Side Only - Mobile Box/Box/File Pedestal - Fully Integrated Power - FAST Finish Options	44	\$1,349.23	\$59,366.12
99	Epic Task Chair - Black Mesh Back and Seat Task Chair w/ Adjustable Arms	44	\$166.60	\$7,330.40
100	Standing Height Parsons Table - 42"D x 120"W x 42"H Standing Height Parson Table - (4x) Under Surface Mounted Power Modules-1x Power, Dual USB per (2x per side) - Multiple Laminate Finish Options	1	\$3,198.10	\$3,198.10
101	Bar Stool - Mesh Back Sled Base Stool w/ Plastic Seat- Armless - Multiple Mesh Color Options	6	\$273.21	\$1,639.26
102	Mobile Glassboard	3	\$2,854.29	\$8,562.87

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Line	Description	Qty	Unit Price	Ext. Price
	- 6'H x 4'W Mobile Full Glassboard- Double Sided - Multiple Color Options			
103	Round Table - 48" Round Table w/ X-Base - FAST Finish Options	3	\$398.30	\$1,194.90
104	Low Back Swivel Guest Chair - 25.75"W x 26.75"D x 29/34"H Low-Back Swivel - Multiple Grade 3 Upholstery Options	12	\$660.82	\$7,929.84
105	Shelving Unit - 96"W x 120"D x 53"H Shelving Unit - Includes Acoustic PET and Translucent Twinwall Panels - Multiple Wood Shelving and Metal Finish Options	2	\$6,200.00	\$12,400.00
106	High Back Swivel - 24.5"W x 26.75"D x 40.5"H High Back Swivel - Multiple Grade 4 Upholstery Options	1	\$1,146.06	\$1,146.06
107	Coffee Table - 34"Dia. x 17"H Wired Base Coffee Table - Multiple Laminate Finish Options	1	\$777.53	\$777.53
108	Chaise Cushion - 24"W x 34"D x 24"H Chaise Cushion w/ Welt Trim - Multiple Grade 3 Upholstery Options	6	\$818.01	\$4,908.06
109	Corner Cushion - 36"W x 34"D x 24"H Small Cushion w/ Welt Trim - Multiple Grade 3 Upholstery Options	1	\$1,102.95	\$1,102.95
110	End Table - 18"W x 18"D x 20"H Wire Base End Table - Multiple Laminate Finish Options	1	\$537.81	\$537.81
	Collab Offices			
111	Epic Task Chair - Black Mesh Back and Seat Task Chair w/ Adjustable Arms	3	\$166.60	\$499.80
112	Round Table - 42" Round Table w/ X-Base - FAST Finish Options	1	\$397.60	\$397.60
113	Low Back Swivel Guest Chair - 25.75"W x 26.75"D x 29/34"H Low-Back Swivel - Multiple Grade 3 Upholstery Options	2	\$660.82	\$1,321.64
	Private Offices			
114	Boost Height Adjustable L-Shape Desk - 30"x72" Main Desk w/ 24"x42" Return - Mobile Box/Box/file Pedestal	8	\$1,999.20	\$15,993.60

Line	Description	Qty	Unit Price	Ext. Price
	- Laminate Modesty Panel - Plugs Directly Into Wall - Multiple FX Finish Options			
115	Bookcase - 31.5"W x 15"D x 72"H Laminate Bookcase - FAST Finish Options- Shadow Elm or White	8	\$274.40	\$2,195.20
116	Round Meeting Table - 36" Round Table w/ X-Base - Multiple FX Finish Options	3	\$360.15	\$1,080.45
117	Razor Task Chair - High Black Mesh Back and Seat w/ Adjustable Arms - Multiple FX Upholstery Seat Options	8	\$362.25	\$2,898.00
118	Mid Back Guest Chair - 19.5"W x 22.75"D x 35.35"H Mid Back Upholstered Swivel Guest Chair - Multiple Grade 3 Upholstery Options	16	\$404.80	\$6,476.80
Break Room				
119	Round Table - 36" Round Table w/ X-Base - FAST Finish Options	3	\$360.15	\$1,080.45
120	Armless Side Chair - 22 3/4"D x 17 1/4"W x 31 1/4"H - Armless Guest Chair w/ Wood Seat and Back - Multiple Wood and Metal Finish Options	5	\$510.29	\$2,551.45
121	Armless Sofa - 77"W x 29.75"D x 28.75"H Armless Sofa - Multiple Grade 2 Upholstery Options	3	\$1,834.22	\$5,502.66
122	Bar Stool - 13"D x 14"W x 28 3/4"H Backless Barstool w/ Wood Seat - Multiple Wood and Metal Finish Options	6	\$306.29	\$1,837.74
Focus Rooms				
123	Laptop Table - Triangular Laptop Table - FAST Finish Options	1	\$139.30	\$139.30
124	High Back Swivel - 24.5"W x 26.75"D x 40.5"H High Back Swivel - Multiple Grade 2 Upholstery Options	1	\$1,056.69	\$1,056.69
Wellness Room				
125	Laptop Table - Triangular Laptop Table - FAST Finish Options	1	\$139.30	\$139.30

Line	Description	Qty	Unit Price	Ext. Price
126	Lounge Chair - 27.5"W x 29"D x 28.5"H Lounge Chair w/ Metal Frame - Multiple Grade 2 Upholstery Options	1	\$1,037.55	\$1,037.55
127	SubTotal			\$187,526.88
Level 04				
Open Collab				
128	Midback Armless Lounge - 23.5"W x 29.75"D x 33.35"H Midback Armless Lounge - Multiple Grade 2 Upholstery Options	4	\$675.02	\$2,700.08
129	End Table - 18"W x 18"D x 20"H Wire Base End Table - Multiple Laminate Finish Options	2	\$537.81	\$1,075.62
130	Large Round Ottoman - 36"Dia. x 18"H Round Ottoman - Multiple Grade 3 Upholstery Options	1	\$905.81	\$905.81
131	Mobile Glassboard - 6'H x 4'W Mobile Full Glassboard- Double Sided - Multiple Color Options	1	\$2,854.29	\$2,854.29
Medium Conference				
132	Three60 Conference Table - 42"x120" Three60 Conference Table - (1x) In-Surface Unit- 1x Power, 1x Data, 1x HDMI per - Multiple FX Laminate Finish Options	1	\$1,641.16	\$1,641.16
133	Mid Back Vogue Chair - Ergonomic One Piece Black Faux Leather Back and Seat Construction	10	\$244.65	\$2,446.50
134	Credenza - 20"D x 60"W Open/Box/File-Double Door-Open/Box/File Storage Credenza - Multiple Laminate Finish Options	1	\$883.58	\$883.58
135	Armless Sofa - 77"W x 29.75"D x 28.75"H Armless Sofa - Multiple Grade 3 Upholstery Options	2	\$1,903.61	\$3,807.22
Small Meeting				
136	Round Table - 48" Round Table w/ X-Base - FAST Finish Options	2	\$398.30	\$796.60
137	Low Back Swivel Guest Chair - 25.75"W x 26.75"D x 29/34"H Low-Back Swivel	8	\$660.82	\$5,286.56

Line	Description	Qty	Unit Price	Ext. Price
	- Multiple Grade 3 Upholstery Options			
	Medium Meeting			
138	Three60 Conference Table - 42"x120" Three60 Conference Table - (1x) In-Surface Unit- 1x Power, 1x Data, 1x HDMI per - Multiple FX Laminate Finish Options	2	\$1,641.16	\$3,282.32
139	Mid Back Vogue Chair - Ergonomic One Piece Black Faux Leather Back and Seat Construction	20	\$244.65	\$4,893.00
	Open Office			
140	Boost Pro Height-Adjustable Workstations - 30"x72" Boost Pro Height Adjustable Desk - 30"H Beam Mounted Acoustic Divider - 20"H Dry-Erase Frosted Glass Dividers- Side Only - Mobile Box/Box/File Pedestal - Fully Integrated Power - FAST Finish Options	42	\$1,349.23	\$56,667.66
141	Epic Task Chair - Black Mesh Back and Seat Task Chair w/ Adjustable Arms	42	\$166.60	\$6,997.20
142	Standing Height Parsons Table - 42"D x 120"W x 42"H Standing Height Parson Table - (4x) Under Surface Mounted Power Modules-1x Power, Dual USB per (2x per side) - Multiple Laminate Finish Options	1	\$3,198.10	\$3,198.10
143	Bar Stool - Mesh Back Sled Base Stool w/ Plastic Seat- Armless - Multiple Mesh Color Options	6	\$273.21	\$1,639.26
144	Mobile Glassboard - 6'H x 4'W Mobile Full Glassboard- Double Sided - Multiple Color Options	3	\$2,854.29	\$8,562.87
145	Round Table - 48" Round Table w/ X-Base - FAST Finish Options	3	\$398.30	\$1,194.90
146	Low Back Swivel Guest Chair - 25.75"W x 26.75"D x 29/34"H Low-Back Swivel - Multiple Grade 3 Upholstery Options	12	\$660.82	\$7,929.84
147	Shelving Unit - 96"W x 120"D x 53"H Shelving Unit - Includes Acoustic PET and Translucent Twinwall Panels - Multiple Wood Shelving and Metal Finish Options	3	\$6,200.00	\$18,600.00
148	High Back Swivel - 24.5"W x 26.75"D x 40.5"H High Back Swivel - Multiple Grade 4 Upholstery Options	1	\$1,146.06	\$1,146.06

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Line	Description	Qty	Unit Price	Ext. Price
149	Coffee Table - 34"Dia. x 17"H Wired Base Coffee Table - Multiple Laminate Finish Options	1	\$777.53	\$777.53
150	Low Coffee Table - 30"Dia. x 16.75"H Round Low Coffee Table - Multiple Laminate Finish Options	3	\$764.39	\$2,293.17
151	Mid Back Swivel - 24.5"W x 24.5"D x 32"H Mid Back Swivel - Multiple Grade 2 Upholstery Options	4	\$989.92	\$3,959.68
152	Midback Armless Lounge - 23.5"W x 29.75"D x 33.35"H Midback Armless Lounge w/ Wood Sled Base - Multiple Grade 3 Upholstery Options	2	\$818.01	\$1,636.02
153	Chaise Cushion - 24"W x 34"D x 24"H Chaise Cushion w/ Welt Trim - Multiple Grade 3 Upholstery Options	11	\$818.01	\$8,998.11
154	Corner Cushion - 36"W x 34"D x 24"H Small Cushion w/ Welt Trim - Multiple Grade 3 Upholstery Options	5	\$1,102.95	\$5,514.75
155	End Table - 18"W x 18"D x 20"H Wire Base End Table - Multiple Laminate Finish Options	4	\$537.81	\$2,151.24
Shared Office				
156	Boost Pro Height-Adjustable Workstations - 30"x72" Boost Pro Height Adjustable Desk - 30"H Beam Mounted Acoustic Divider - 20"H Dry-Erase Frosted Glass Dividers- Side Only - Mobile Box/Box/File Pedestal - 36" Steel Low Box/File Lateral - Fully Integrated Power - FAST Finish Options	4	\$1,635.56	\$6,542.24
157	Epic Task Chair - Black Mesh Back and Seat Task Chair w/ Adjustable Arms	4	\$166.60	\$666.40
158	Three Drawer Lateral File - 18"D x 30"W x 40.5"H Three Drawer Lateral File - Multiple Metal Finish Options	4	\$537.34	\$2,149.36
Private Offices				
159	Boost Height Adjustable L-Shape Desk - 30"x72" Main Desk w/ 24"x42" Return - Mobile Box/Box/file Pedestal - Laminate Modesty Panel - Plugs Directly Into Wall	17	\$1,999.20	\$33,986.40

Line	Description	Qty	Unit Price	Ext. Price
	- Multiple FX Finish Options			
160	Bookcase - 31.5"W x 15"D x 72"H Laminate Bookcase - FAST Finish Options- Shadow Elm or White	15	\$274.40	\$4,116.00
161	Three Drawer Lateral File - 18"D x 30"W x 40.5"H Three Drawer Lateral File - Multiple Metal Finish Options	5	\$537.34	\$2,686.70
162	Round Meeting Table - 36" Round Table w/ X-Base - Multiple FX Finish Options	5	\$360.15	\$1,800.75
163	Razor Task Chair - High Black Mesh Back and Seat w/ Adjustable Arms - Multiple FX Upholstery Seat Options	17	\$362.25	\$6,158.25
164	Mid Back Guest Chair - 19.5"W x 22.75"D x 35.35"H Mid Back Upholstered Swivel Guest Chair - Multiple Grade 3 Upholstery Options	34	\$404.80	\$13,763.20
Break Room				
165	Bar Stool - 13"D x 14"W x 28 3/4"H Backless Barstool w/ Wood Seat - Multiple Wood and Metal Finish Options	6	\$306.29	\$1,837.74
Focus Rooms				
166	Laptop Table - Triangular Laptop Table - FAST Finish Options	2	\$139.30	\$278.60
167	High Back Swivel - 24.5"W x 26.75"D x 40.5"H High Back Swivel - Multiple Grade 2 Upholstery Options	2	\$1,056.69	\$2,113.38
168	Round Table - 42" Round Table w/ X-Base - FAST Finish Options	1	\$397.60	\$397.60
169	Low Back Swivel Guest Chair - 25.75"W x 26.75"D x 29/34"H Low-Back Swivel - Multiple Grade 3 Upholstery Options	2	\$660.82	\$1,321.64
Wellness Room				
170	Laptop Table - Triangular Laptop Table - FAST Finish Options	1	\$139.30	\$139.30
171	Lounge Chair - 27.5"W x 29"D x 28.5"H Lounge Chair w/ Metal Frame - Multiple Grade 2 Upholstery Options	1	\$1,037.55	\$1,037.55

Line	Description	Qty	Unit Price	Ext. Price
172	SubTotal			\$240,834.24
	ADDITIONAL ITEMS			
	Level 01			
	Entry			
173	Felt Panel - 73.25"H x 380"W x 10"D Wood Felt Tackable Sound Absorbing Panel - Finish Options- Ivory, Heather or Stone	1	\$10,182.88	\$10,182.88
174	T-Shape Shelving Grid Unit - 192"W x 94"L x 80"H x 16"D T - 5-High Grid Shelving - (20x) MFC shelves, 8x Alcoves, 6x Magazine Racks, 2x TV Alcoves (Monitor Not Included) - Black Matte Powdercoat w/ Standard Plywood Laminate - *Lead Time 14-16 Weeks*	1	\$21,780.29	\$21,780.29
	Breakroom			
175	Standing Height Parsons Table - 36"D x 120"W x 42"H Standing Height Parson Table - (4x) Under Surface Mounted Power Modules-1x Power, Dual USB per (2x per side) - Multiple Laminate Finish Options	2	\$3,035.95	\$6,071.90
	Level 03			
	Break Room			
176	Standing Height Parsons Table - 42"D x 72"W x 42"H Standing Height Parson Table - (4x) Under Surface Mounted Power Modules-1x Power, Dual USB per (2x per side) - Multiple Laminate Finish Options	2	\$2,790.00	\$5,580.00
	Level 04			
	Break Room			
177	Standing Height Parsons Table - 42"D x 72"W x 42"H Standing Height Parson Table - (4x) Under Surface Mounted Power Modules-1x Power, Dual USB per (2x per side) - Multiple Laminate Finish Options	2	\$2,790.00	\$5,580.00
178	SubTotal			\$49,195.07
	Turn-Key Delivery & Installation of New Furniture			
179	Delivery, Installation During Normal Business Hours & Removal of Trash Related to Furniture Install - No Stair Carry - Data & Electrical Activity To Be Done By Others	1	\$107,320.00	\$107,320.00

Line	Description	Qty	Unit Price	Ext. Price
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- Installation Area to Be Free and Clear of Any Construction Material When New Furniture is Received
- Project To Be Completed in (1) Continuous Phase, Multiple Phase Will Affect Pricing

SubTotal	\$999,998.29
Tax	\$0.00
Shipping	\$0.00

Terms & Conditions:

Total	\$999,998.29
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- 1) Payment Terms: Under \$5,000.00 Payment in full required to process the order. Over \$5,000.00 50% Deposit to process the order. 45% due minimum 24 hours prior to installation with remaining 5% retainer for punch and/or back ordered items due at the time of project completion.
- 2) Delivery and Installation: a). Free and Clear Access b). Moving and relocation chargeable. c). Date of order is date of receipt of deposit unless otherwise agreed. d). Lift access/availability. e). Customer responsible for floor covering and lift blanketing unless specifically requested at time of ordering. f). Does not include removal of trash not generated by CBI Group. (g) Does not include stair carry.
- 3) Cancellation: Cancellation of special order items will carry a cancellation fee of no less than 50%.
- 4) Storage Fees: Goods that need to be stored in excess of 30 days will be subject to a storage fee of \$60 per pallet per month.
- 5) Client to pay Local Sales Tax

Deposit Required	\$499,999.15
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Accepted: _____ Date: _____

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