

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

### Meeting of the Board of Directors of International Leadership of Texas

#### **Date and Time**

Wednesday June 21, 2017 at 6:30 PM

#### Location

ILTexas District Office | 1820 N. Glenville Dr., #100, Richardson, TX 75081

#### **Meeting Notice**

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

/s/ Finn Simmensen, For ILTexas' Board

#### **Mission Statement**

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.

#### **Public Comment Guidelines During Regular Board Meetings**

The public is invited to attend Regular Board Meetings of the International Leadership of Texas Board of Directors. All meetings (unless otherwise noted) are held at the ILTexas District Office, 1820 N. Glenville Dr., #100, Richardson, Texas 75081. The public is encouraged to attend public board meetings and to address their issues and concerns within the limitations set by the Board, First Amendment Rights, and by law. It is the intent of ILTexas and the expectations of the community to expect that all board meetings be conducted in accordance with proper decorum and be civil, peaceful, and professional.

The public may address the Board at the regularly scheduled board meeting. Each

person will have up to three (3) minutes to speak. In order to speak, please adhere to the following procedures:

- The public shall physically come to ILTexas District Office at 6:30 PM and announce their presence and intent to speak at the reception desk and complete the Audience Participation Sign-Up Sheet; or
- For those residents living in the Houston area and wish to speak in the Houston area, you must sign up by calling Board Services at (972) 479-9078 no later than 4:00 p.m. on the day before the meeting. In addition, you must contact your campus principal or assistant principal.

For those residents living in the Houston area and have signed up to speak per the above, a room will be set up at the respective ILTexas campus so that the s/he may watch, listen and speak during the allotted time. The campus will have a room set up for the public to watch, listen and speak during the allotted time. Please confirm your attendance with the campus principal or assistant principal, as the necessary technology and security will need to be implemented. In addition, the public must physically come to designated Houston-area location at 6:30 PM and announce their presence and intent to speak and complete the Audience Participation Sign-Up Sheet.

#### **Closed/Executive Session Legal Authorization**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting or the Board determines that a closed or executive meeting or session is authorized or required by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seg., the Board will conduct such closed or executive meeting or session in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E, or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

#### **Agenda**

Purpose **Presenter Duration** 

#### I. Opening Items

A. Call the Meeting to Order

**B.** Record Attendance and Guests

**C.** Approve Minutes **Approve Minutes** 

#### II. Public Comment (if any)

#### III. The Office of the Superintendent [Reports & Discussion]

A. Superintendent Report FYI

**B.** CFO Report, Including Discussion of FYI

2017-2018 District Budget

C. CAO Report FYI

**D.** Discuss the Construction Status of

Campuses to Open for the 2017-18

School Year

Discuss

The Administration (and its agents) and the developer shall discuss the status of the campuses under construction set to open for the 2017-18 school year. [No Action to be Taken]

**E.** Discuss Proposed Donation of Leave

Policy

Board to be briefed on a proposed donation of leave policy [No Action to be Taken].

#### IV. Executive/Closed Session

**A.** No Formal Action Shall be Taken in Discuss Closed Session

#### V. Board Action Items

**A.** Discuss/Act on the Slate of Employee Vote New Hires, Resignations & Terminations

Consider and Take Action to Approve the Slate of Employee New District Hires, Resignations & Terminations, as discussed in Closed Session.

**B.** Discuss/Act on the Build to Suit Lease Vote and Option for Orem K-8

Approval to Negotiate and Enter into a Lease for Build to Suit Lease and Option with TCSF16-D MLK & Orem K8, LLC, for Orem K-8, location in Harris County, Texas, to open for the 2018-2019 school year.

**C.** Discuss/Act on Build to Suit Leases Vote and Options for campuses located in Brazos and McLennan Co.

Approval to Negotiate and Enter into Build to Suit Leases and Options for campuses located in Brazos County, Texas and McLennan County, Texas.

**D.** Discuss/Act on the Student/Parent Handbook and Code of Conduct 2017-2018

Consider and Take Action to approve the 2017-2018 Student/Parent Handbook and Code of Conduct.

**E.** Discuss/Act to Ratify the Donation of Vote Days for Two Non "Eligible" Employees

Consider and Take Action to Ratify the Donation of Days for Two (2) Non "Eligible" Employees, as set forth in the Leave Donation Policy located on Page 13 of the 2016-2017 Fiscal Manual.

**F.** Discuss/Act on the 2016-2017 Budget Vote Amendment 2

Consider and Take Action to Approve the 2016-2017 Budget Amendment 2, as presented.

**G.** Discuss/Act to Approve the Agreement between DCCCD and ILTexas

Consider and take action to approve the Agreement between Dallas County Community College District and International Leadership of Texas Charter School Concerning Dual Credit, and authorize itself, the Superintendent or its designee to execute such on behalf of the District.

**H.** Discuss/Act on the Charge/Alternate Vote Meals Board Policy

Consider and Take Action to Amend and Approve the Charge/Alternate Meals Board Policy.

I. Discuss/Act on Employee Conflicts of Vote Interest Board Policy

Consider and Take Action to (1) Remove/Delete the "Conflicts of Interest" section from the 2016-2017 Employee Handbook; and (2) Adopt the Employee Conflicts of Interest Board Policy.

J. Discuss/Act on the Non-Expansion Vote Request for the Relocation of Students at Arlington K-8 Campus

Consider and Take Action to approve the filing of the Non-Expansion Amendment Request for the purposes of returning the 7th and 8th grade students to the Arlington K-8 Bowen campus and relocating Kindergarten and 1st grades to The Church on Rush Creek, Arlington, Texas.

**K.** Discuss/Act on the Non-Expansion Vote Amendment Request for NRH (013)

Consider and Take Action to approve the filing of the Non-Expansion Amendment Request to relocate the North Richland Hills K-8 campus (013) from the temporary location to permanent campus located at 4131 Rufe Snow Drive, North Richland Hills, Texas 76180.

#### VI. Closing Items

A. Adjourn Meeting Vote

## **Cover Sheet**

## **Approve Minutes**

Section:I. Opening ItemsItem:C. Approve MinutesPurpose:Approve Minutes

Submitted by:



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

### **Minutes**

Meeting of the Board of Directors of International Leadership of Texas

#### **Date and Time**

Wednesday May 17, 2017 at 6:30 PM

#### Location

ILTexas District Office - 1820 N. Glenville Dr., #100, Richardson, TX 75081

#### **Meeting Notice**

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#### **Board Members Present**

Curtis Donaldson, Dr. Lynee Beach, Jorge Flores, Major General James Williams, Tracy Cox

#### **Board Members Absent**

#### **Guests Present**

Briseida Luna, Clayton Greenberg, Finn Simmensen, Jerry McCreight

#### I. Opening Items

#### A. Call the Meeting to Order

Curtis Donaldson called a meeting of the board of directors of International American Education Federation, Inc., d/b/a International Leadership of Texas to order on Wednesday May 17, 2017 @ 6:30 PM at ILTexas District Office - 1820 N. Glenville Dr., #100, Richardson, TX 75081.

Each Board member stated their name. All members present.

#### **B. Record Attendance and Guests**

All Members present.

#### C. Approve Minutes

C. Donaldson made a motion to approve minutes.

Major General James Williams seconded the motion.

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

#### II. The Office of the Superintendent [Reports & Discussion]

#### **A. Superintendent Report**

- Mr. Conger briefed the Board via Zoom from Prince William Forest, as he is on the Road Scholars trip with ILTexas students.

#### **B. CFO Report**

The CFO briefed the Board per the attached documents.

#### C. CAO Report

The CAO briefed the Board per the attached documents.

#### D. Discussion of Proposed Student/Parent Handbook and Code of Conduct 2017-2018

#### III. Office of the Superindendent Action Items

#### A. 2017-2018 Compensation for the Superintendent

M. Williams made a motion to Approve Resolution.

Dr. Lynee Beach seconded the motion.

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

#### **B.** Approve Slate of New Hires

M. Williams made a motion to Accept Slate of New Hires Discussed in Closed Session.

Tracy Cox seconded the motion.

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

#### IV. Curriculum Action Items

#### A. Waiver of Portion of Student Handbook Re: National Honor Society

M. Williams made a motion to Approve the Resolution.

Tracy Cox seconded the motion.

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

#### V. Other Action Items

#### A. Food Services: Vended Meals

M. Williams made a motion to Approve the Resolution.

Tracy Cox seconded the motion.

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

#### VI. Closing Items

#### A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:30 PM.

Respectfully Submitted, Curtis Donaldson C. Donaldson made a motion to adjourn the meeting. Major General James Williams seconded the motion. The board **VOTED** unanimously to approve the motion.

### **Cover Sheet**

## CFO Report, Including Discussion of 2017-2018 District Budget

Section: III. The Office of the Superintendent [Reports & Discussion]
Item: B. CFO Report, Including Discussion of 2017-2018 District

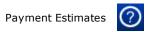
Budget

**Purpose:** FYI

**Submitted by:** 

Related Material: Foundation School Program payment schedule[4709].pdf

ILTexas 2017-2018 PreliminaryBudget.pdf ILTexas Statement of Activities 05-31-17.pdf ILTexas Statement of Cash Flows 05-31-17.pdf ILTexas Statement of Financial Position 05-31-17.pdf



School Year: 2016-2017 District: INTERNATIONAL LEADERSHIP OF TEXAS (ILT), 057848 Payment Class: 5

Date: 6/21/2017 4:14 PM

FSF Allotment: \$80,089,228

Adjustments to Allotments: (\$132,480)

Less Total Paid to Date: \$62,869,040

Remaining Balance: \$17,087,708

Month	Balance	Rate	Payment
June	\$17,087,708	31.8	\$5,433,891
July	\$11,653,817	46.7	\$5,442,333
August	\$6,211,484	100.0	\$6,211,484

ASF Adjusted Allotment: \$1,877,619

Less Total Paid to Date: \$1,500,202

Adjusted ASF Balance: \$377,417

Done

## INTERNATIONAL LEADERSHIP OF TEXAS PRELIMINARY 2017-2018 BUDGET FOR REVIEW AT JUNE 21, 2017 BOARD MEETING

		Proposed 2016-2017 Budget	Proposed 2017-2018 Budget
Fund		2010 2017 Buaget	2017 2010 Bauget
240-NSLP		2,148,743	3,223,114
240-NSLP Total		2,148,743	3,223,114
420-FSP	5700 - Local	9,685,740	9,685,740
	5800 - State	81,878,653	133,981,920
	5900 - Federal		
420-FSP Total		91,564,393	143,667,660
Total 240 & 420 Revenue		93,713,136	146,890,774
Fund			
240-NSLP	35- Food Srvcs	2,148,743	3,223,114
240-NSLP Total		2,148,743	3,223,114
420-FSP	11-Instructional Srvcs	45,713,719	70,228,710
0 1 01	12-Library & Media Srvcs	376,581	578,531
	13-Curriculum & Staff Dlymnt	1,503,539	2,309,844
	21-Program Admin	566,520	870,329
	23-Campus Admin	6,401,406	9,834,301
	31-Counseling & Assmnt	2,758,564	4,237,905
	33-Health Services	1,030,902	1,583,747
	34-Transportation Srvcs	608,447	934,740
	35-Food Srvcs	200,000	307,254
	36-Extra Curricular Activity	1,551,236	2,383,120
	41-Disrict Admin	3,837,175	5,894,944
	51-Maintenance & Operation	16,362,964	25,137,964
	52-Security Srvcs	1,141,746	1,754,032
	53-Networking & Technology	2,820,328	4,332,792
	61-Community Srves	1,628,940	2,502,496
	71-Debt Service	7,000,000	10,753,905
	99-Assets	15,000	23,044
420-FSP Total		93,517,067	143,667,660
Total 240 & 420 Expenses		95,665,810	146,890,774
	Net Revenue to Expense	(1,952,674)	0
	Depreciation (Non-cash Expense)	(4,124,372)	(4,124,372)
	Anticipated Expense Less Depreciation	91,541,438	142,766,402
	Net (Cash) Revenue to Expense	2,171,698	4,124,372

## INTERNATIONAL LEADERSHIP OF TEXAS STATEMENT OF ACTIVITIES - BUDGET TO ACTUAL FOR THE NINE MONTHS ENDED MAY 31, 2017

	Αŗ	pproved		
	<u>E</u>	<u>Budget</u>	May 2017	<u>Percent</u>
REVENUE				
Local Revenue:				
Foundations, Other Non-Profit Organizations, Gifts and Bequests	\$	3,235,740	\$ 5,148,957	159.13%
SSA-Local Revenue from Member Districts		-	-	0.00%
Food Service Activity		548,072	702,689	128.21%
Athletic Activities		0	4,295	#DIV/0!
Other Revenue from local sources			 2,563,242	#DIV/0!
Total Local Revenue	-	3,783,812	 8,419,182	222.51%
State Program Revenue:				
Foundation School Program Act Revenue		83,380,761	61,408,990	73.65%
State Program Revenue Distributed by TEA		1,412,124	546,448	38.70%
State Program Revenue Distributed by other than TEA		-	750	#DIV/0!
Total State Program Revenue		84,792,885	61,956,188	73.07%
Federal Program Revenue:				
National School Breakfast and Lunch Program		1,588,547	1,464,040	92.16%
Federal Program Revenue Distributed by TEA		2,600,000	2,355,060	90.58%
Federal Program Revenue Distributed by other than TEA		-		#DIV/0!
Total Federal Program Revenue		4,188,547	 3,819,100	91.18%
Total reactal riogiam nevenue	-	1,100,517	 3,013,100	31.10/0
Net Assets Released from Restrictions:				
Restrictions Satisfied by Payments		-		
Total Revenue	\$	92,765,244	\$ 74,194,470	79.98%
EXPENSES				
Program Services:				
Instruction	\$	46,572,718	35,241,539	75.67%
Instruction Resources and Media	7	341,582	282,193	82.61%
Curriculum and Instructional Staff Development		1,166,439	1,343,333	115.17%
Instructional Leadership		584,519	482,728	82.59%
School Leadership		5,847,906	4,810,158	82.25%
Guidance, Counseling, and Evaluating Services		2,452,865	2,208,885	90.05%
Health Services		1,042,903	774,840	74.30%
Student Transportation		557,947	484,582	86.85%
Food Services		2,348,743	2,486,280	105.86%
Extracurricular Activities		1,205,236	1,982,774	164.51%
General Administration		3,623,674	2,917,255	80.51%
Facilities Maintenance and Operations		13,039,964	12,621,145	96.79%
Security and Monitoring Services		1,037,246	863,306	83.23%
Data Processing		1,496,228	2,235,358	149.40%
Community Services		1,413,440	1,500,308	106.15%
Debt Service		8,262,924	4,994,735	60.45%
Fundraising		0,202,324	4,334,733	0.00%
Other		250 000	12 422	
Total Expenses		250,000 91,244,334	 12,422 75,241,840	4.97% 82.46%
Total Expenses		31,244,334	 73,241,040	02.40%
CHANGE IN NET ASSETS		1,520,910	\$ (1,047,370)	

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

## INTERNATIONAL LEADERSHIP OF TEXAS STATEMENT OF CASH FLOWS FOR THE NINE MONTHS ENDED APRIL 30, 2017

RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES	May 2017
Change in net assets	\$ (1,047,370)
Adjustments to reconcile change in net assets to	
net cash provided by operating activities:	
Depreciation	2,998,534
(Increase) decrease in due from TEA	203,432
(Increase) decrease in accounts receivable	(5,221,656)
Increase (decrease) in accounts payable	183,904
Increase (decrease) in due to other governments	(129,201)
Increase (decrease) in deferred revenue	2,313,789
Increase (decrease) in wages payable	(521,092)
Increase (decrease) in payroll deductions and withholdings	(435,365)
Increase (decrease) in accrued expenses	498,432
Increase (decrease) in short-term debt	_
Net Cash Provided (Used) by Operating Activities	(1,156,592)
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of land, buildings, and equipment	(3,129,789)
Net Cash Porvided (Used) by Investing Activities	(3,129,789)
CASH FLOWS FROM FINANCING ACTIVITIES	
Issuance of long-term debt	2,459,141
Principal payments on debt	(394,549)
Net Cash Provided (Used) by Financing Activities	2,064,592
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(2,221,789)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	18,263,076
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 16,041,287

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

## INTERNATIONAL LEADERSHIP OF TEXAS STATEMENT OF FINANCIAL POSITION AS OF MAY 31, 2017

ASSETS	AUDITED	
CURRENT ASSETS	<u>August 2016</u>	May 2017
Cash and cash equivalents	\$ 18,263,076	\$ 16,041,287
Due from TEA		
Accounts receivable, net	4,196,428 183,490	3,992,996 5,405,146
Deferred expense	183,490	3,403,140
Total Current Assets	22,642,994	25,439,430
Total Current Assets	22,042,334	23,439,430
Capitalized bond issuance costs	739,887	739,887
PROPERTY AND EQUIPMENT		
Land	9,433,537	9,433,537
Buildings	83,103,863	83,103,863
Furniture and equipment	5,677,677	8,642,466
Vehicles	1,138,143	1,303,143
Less accumulated depreciation	(5,214,041)	(8,212,576)
Total Property and Equipment	94,139,180	94,270,434
Total Assets	\$ 117,522,061	\$ 120,449,750
LIABILITIES		
CURRENT LIABILITIES		
Accounts Payable	1,572,747	1,756,651
Due to student groups	-	-
Due to other governments	129,201	-
Deferred revenue	1,162,378	3,476,167
Accrued wages payable	2,232,764	1,711,672
Payroll deductions and witholdings	518,720	83,355
Accrued expenses	-	498,287
Other Liabilities	-	145
Current portion of capital lease payable	-	-
Current portion of long-term debt	575,488	575,488
Total Current Liabilities	6,191,298	8,101,765
LONG-TERM LIABILITIES		
Loans	-	2,350,242
Long-term debt	111,991,068_	111,705,418
Total Long-Term Liabilities	111,991,068_	114,055,660
Total Liabilities	\$ 118,182,366	\$ 122,157,425
NET ASSETS		
Unrestricted	(708,903)	(636,616)
Temporarily restricted	48,598	2,621
Permanently restricted	-	(26,310)
Revenue/Expenses	<u></u> -	(1,047,370)
Total Net Assets	(660,305)	(1,707,675)
Total Liabilities and Net Assets	\$ 117,522,061	\$ 120,449,750

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

## **Cover Sheet**

## **CAO** Report

**Section:** III. The Office of the Superintendent [Reports & Discussion]

Item: C. CAO Report

**Purpose:** FYI

**Submitted by:** 

**Related Material:** 

Carrasco Board Report\_ 6-21-2017.pdf InstructionalFocusandNon-Negotiables2017-2018.docx

Summer 2017 PD Cal.xlsx

	Α	В	С	D	l E	l F
		Curriculum, Instruction, Asses	ssment & Professional Develop			Green= In Progress/New Blue
١. ا		Presented by: Dr. Laura Carrasco, Chief Academic Officer, 6-21-2017			= Ongoing Red=complete	
1		Denortment	l la data	Campusas	Crada Lavala	
		Department	Update	Campuses	Grade Levels	
2						
3		Chinese-American de Proposition de P	IGAI Guittural Exchange  1 7 1 × 1 × 10 × 10	Today marks day 15 of our Chinese Summer Immersion Program (CSIP)	High School	In Progress
4		ASP/College Advising/Graduation	Our school year culminated into an exceptional graduation			Complete
5			2017! STAAR Scores are in! Preliminary indicators suggest that all of our campuses have met state accountability standards! We'll be meeting tomorrow (6/22) morning to complete the Campus Needs Assessment(s) of our District Improvement Plan	All	3rd-12th	New
7		Summer School	K-12 summer school programs underway, most end this week, K/1 ends next week.	All	3rd-11th	Complete

	•				г –	
	Α	B	С	D	E	F
		ILTexas invited to sponsor and present at the first annual international bilingual education conference, held in Madrid Spain. Dr. Gigi Do co-presented with Dr. Ana Martin (former VTSP teacher) on the international teacher experience, and Dr. Laura Carrasco presented on the history of bilingual programs in the US, shared the ILTexas multilingual model, and discussed critical components of effective language programs during a plenary session.	BILINGUAL EDUCA		N/A	Complete
9		Professional Development	Attached (attachment 1 of 2) please find our professional development gameplan for July	All	All	New
10		Curriculum & Instruction	Attached (attachment 2 of 2) please find our 2017-2018 Instructional Focus and Non-negotiables	All	All	New

#### 2017-2018 ILTexas Instructional Focus and Non-Negotiables



Preparing students for exceptional leadership roles in the international community by emphasizing servant leadership, mastering the English, Spanish and Chinese languages, and strengthening the body, mind and character via high quality, uniform and unified curriculum, instruction, professional development, and supportive operational and technological infrastructures.

Focus	Non-Negotiables
Curriculum & Instruction	ILTexas Curriculum for all content areas is the <i>Texas Essential Knowledge and Skills</i> (TEKS).
	Math, Science, Reading Language Arts & Social Studies teachers will use the TEKS Resource system as the primary resource for:  * Year at a Glance, or YAG (TEKS vertically and horizontally aligned) broken up into units of study and offering a recommended pacing.  * The units of study will come with a pacing guide and Instructional Focus Document (IFD), delineating not just the TEKS, but unpacking the TEKS. Teachers must plan from the IFD.  * Each unit comes with a unit assessment. End of Cycle Assessments (administered at the end of each grading period) will consist of the 1-3 units taught that grading period.  TEKS RS Component Chart:  TEKS RS Components  IL Texas Teacher Share Drive:  Google Drive Teacher Share  *ILTexas Trilingual Trajectory:  ILTexas Trilingual Trajectory:
	While our curriculum will be aligned (vertically/horizontally) our instruction will be as well (via supplemental resources, such as Cooperative Learning, SIOP, Thinking Maps & Cross Content Literacy Modules, S3 strategies & Marcia Tate's 20)
Assessments	* TEKS RS Unit Assessments will be combined to comprise the End of Cycle Exams, which are the ILTexas common summative assessments given at the end of each grading period. They are <i>common</i> (same across the district), <i>summative</i> (assessing entire cycle).  * For STAAR tested grades/courses, benchmarks will be given up to twice a year. Please refer to testing calendar: 2017-2018 Assessment Calendar  *Student's proficiency (based on ACTFL Proficiency Levels) will be rated continuously in Spanish and Chinese and reported alongside report cards (each grading period).  * Mandarin & Spanish Language Assessments (based on sequence and guided by ACTFL) AAPPL exams will take place in April for grades 5, 8, and 12.  * The Measure of Academic Progress (MAP) will be used as the ILTexas nationally normed assessment tool.  * Students in K-5 will have reading level assessed and monitored at least three times a year (beginning, middle, and end)

## Everyone will follow the ILTexas Assessment Calendar (for Early Reading Indicator, MAP, etc):

2017-2018 Assessment Calendar

#### K-8 Reading Assessments Summary:

2017-2018 Reading Assessments

- \*Subsequent data analysis of ILTexas assessments will inform and further guide and pinpoint our instructional focus. ILTexas will maximize on Data Day (scheduled the day after each grading period ends) to analyze data and make informed instructional decisions directly impacting the following grading period, enrichment time, etc.
- \*LAS Links for K-12 (listening and speaking) and MAP for 2<sup>nd</sup>-12<sup>th</sup> grade will be used to identify potential EL students newly enrolled in the district.
- \*TELPAS (Texas English Language Proficiency Assessment System) K-12 is designed to assess the progress that EL students make in learning the English language.

## Lesson Plans & Cycle

- \* Lesson plans must be submitted by ALL teachers (no exceptions) by Monday at 7:30am (principal's may require an earlier date/time) on *Eduphoria Forethought using the district's lesson plan template. With principal's approval, template may be reformatted, as long as all components on district template are still addressed. Fine Arts department, Performance Coaches, and LOTE Departments do have a modified lesson plan template/platform whereby the district's core components are addressed, but with additional layers and considerations for their disciplines.*
- \*Lessons must include:
  - Content (CO) and language (LO) objectives. Sample frames poster: click here
  - Warm up
  - Lesson frame: Intro/Purpose, I do (teacher)-We Do (whole class/pair/small group)-You Do (individual students), Reflection/Closing.
  - We must teach 'bell to bell.' Every minute counts!
- \* Due to our district/campus-wide DLI program, all K-5 teachers *must* plan and demonstrate evidence of Spanish instruction/linguistic accommodations. Further, lessons must address remediation and enrichment (differentiation).
- \* At least monthly, lessons must address the mission of ILTexas (i.e., how grade level is addressing the 'international', character trait, college prep, and leadership).

#### Learning and Language Objectives (continued & expanded from above)

Shall be posted and visible to students in the language of instruction.

The **content objective** tells what students will learn during the lesson.

Example: "Today you will learn about the causes of the American Revolution."

The **language objective** tells how the students will learn and/or demonstrate their mastery of the lesson by reading, speaking, writing, or listening.

Example: "You will be able to explain the connection between the French and Indian War and the American Revolution" (if Spanish DL teacher- may include -- in Spanish using

	sentence stems).
	Content (CO) and language (LO) objectives. Sample frames poster: click <u>here</u>
Instructional Materials, K-12	Instructional Materials  The link above has all of the currently adopted ILTexas Textbooks and Instructional Materials.  • All items on this spreadsheet should be kept up to date on the campus controlled Inventory.  • The initial purchase will be made by District Office.  • Replenishment of Consumables is pre-scheduled  • If a campus has a preferred date, delivery date can be adjusted.  • Replacement of Non-consumables is the campus's responsibility.
Professional Learning Communities (PLC)	Every teacher will have a PLC and individual conference time. Teachers will meet <i>daily</i> with their PLC. K8 Master Schedule and HS Master Schedule GLAs need to maintain agendas w/ signatures  • Every teacher needs to have a PLC they belong to (i.e., SpEd, LOTE, etc)  • Provide opportunities for cross curricular planning  • For K-12, Wednesday is designated as district wide PLC (though it may be campus led).  High Schools may peed to alternate Wed/Thurs (depending on if it's a grade level PLC or
	High Schools may need to alternate Wed/Thurs (depending on if it's a grade level PLC or content PLC).  Campus-wide, we will hold "Teachers Observing Teachers/Instructional Rounds" several times a year. More information on these to come.  District-wide, we will hold instructional rounds for campus leadership as well with the purpose of learning from each other.
Professional Development	To prepare for the most successful 2017-2018 school year, with a focus on unifying the many parts of ILTexas to work in collaboration and unison towards helping the ILTexas mission come alive for each of our students, while increasing student achievement & helping each student realize their potential.  Continuous professional development will be provided via PLCs and designated Data Days/PD days on our academic calendar.
	PD will be tracked via Eduphoria Workshop (as CPE credits are awarded).  ILTexas teachers new to the profession will receive additional professional development via the
	ILTexas New Teacher induction program:  Roster of Mentors/Mentees:  New Teacher Roster by Campus
Master Schedule	Uniform and Unified, designed to support the ILTexas mission One District-wide master schedule K-8 (though each campus may need to personalize certain aspects): K8 Master Schedule High schools have master schedule parameters: HS Master Schedule
SST and RtI	<ul> <li>SST:</li> <li>Standard procedures and protocols across the district as led by our Director of Student Services</li> <li>SST= Student Support Team</li> <li>SST is the name of the committee and the name of the meeting. The SST</li> </ul>

	Committee maste in the CCT Mastine to discuss the needs of standards and plans
	Committee meets in the SST Meeting to discuss the needs of students and plans support  Campus Counselors are the Facilitators of the <u>SST</u> process  An <u>SST</u> meeting should be scheduled whenever we have concerns regarding a student; you do NOT have to go through the RtI process before an <u>SST</u> is held. However, the committee may recommend that the RtI process begin  SST FAQ's- <u>SST FAQs</u> SST Referral Packet (3 pages)- <u>SST Referral</u> To track students response to intervention (behavior, academic, GT, dyslexia, etc).
	• Grade Level PLCs to meet at least once a month to address student's RtI, discuss progress, update grade level google spreadsheet with up to date data (i.e., Reading Levels, benchmarks,)
	Response to Interventions (RtI)
	RtI is the process for implementing research based instructional practices in every
	classroom to improve the ability of all teachers to meet the need of an ever
	increasing array of student strengths and needs
	Students who continue to struggle either academically or behaviorally will require
	identification of the underlying cause of the their struggles and additional targeted
	instructional interventions, with documentation of their effectiveness
	The SST (Student Support Team) referral and meeting process is the vehicle by
	which the required expertise meets to evaluate Tier 1 instruction and when
	necessary, plan for additional Tier 2 and Tier 3 interventions
	The RtI Coordinator will assist whenever necessary to develop effective
	interventions plans and with training and support to assist teachers in implementing
	RtI Intervention plans with fidelity
Instructional	Please refer to Tech Tools document: <u>Tech Tools</u>
Technology	• ILTexas Tech TEKS can be found at <u>Tech TEKS Google Folder</u>
	• The district Instructional Technologist is Allison Barkman (abarkman@iltexas.org)
Teacher Evaluations	ILTexas uses the T-TESS: Texas- Teacher Evaluation and Support System framework as a tool for helping teachers grow and perfect their craft. TEA T-TESS Page
Communications Plan	ILTexas will have full transparency of our curriculum, instruction, and plans. The more our parents are informed, the better partners they will be.  Teacher/Grade Level Website - Weekly communication by the grade level Campus Website District Website
	Schoolmessenger
Leadership Team	Principal
	Instructional Coach
	APs
	GLAs
	Counselors
	Ldr Team Rep: Chinese/Spanish, Electives/Fine Arts, Sped, Athletics

Others Before	Required Service Learning Project and end of year student led community celebration.
Self	Others Before Self Guidelines and Timeline
Behavior/	PBIS: Positive Behavioral Interventions and Supports
Discipline	Teaching behavioral expectations and rewarding students for following them is a much more positive approach than waiting for misbehavior to occur before responding. The purpose of school-wide <b>PBIS</b> is to establish a climate in which appropriate behavior is the norm <a href="https://www.pbis.org/school/pbis-and-the-law">www.pbis.org/school/pbis-and-the-law</a>
	http://www.pbisworld.com/
	Restorative Discipline - The Institute for Restorative Justice and Restorative Dialogue, University of Texas
	https://irjrd.org/
	Texas Behavior Support  www.txbehaviorsupport.org
	USDOE: Civil Rights Data Collection Data Snapshot - School Discipline  CRDC School Discipline
	Guiding Principles: A Resource Guide for Improving School Climate and Discipline Guiding Principles
	Breaking Schools' Rules Breaking Schools Rules Report
College Preparatory	K-20 Initiatives Kuder College Prep <a href="http://tx.kuder.com/">http://tx.kuder.com/</a>
Intercultural Committee	The Intercultural Committee (District Coordinators: Adriana Fletes and Julie Russell)  * The goal of the intercultural committee is to promote cross cultural awareness on our campuses. Language and culture go hand in hand and one cannot exist without the other. It is the ILTexas Vision and Mission that our students gain cultural understanding and appreciation of the three languages/cultures studied. We must also prepare them to be global citizens and leadership roles in the international community.  * Each campus' Intercultural Trilingual Committee (parents and staff) will help organize, execute and promote cultural initiatives and events on their campus (of course, to include US Holidays, affirm identity, and strengthen patriotism).  * An Intercultural Calendar will be sent out before each 6 weeks.  * The trilingual department has also created an Expression of the Week (EOW) presentation with audio recordings. Each week, the campus is encouraged to promote the EOW during the announcements, drive-line, etc.  * Both the EOW and the Intercultural calendar can be shared in the parent newsletters, the campus website etc. and highlight the language and cultural components of our

	ILTexas Mission.Campus Intercultural Committee Three Key Events: Fall (Hispanic Heritage Month), Feb (CNY), and EOY (International)
Enrichment/ Remediation	K-8 Campuses offer an enrichment time where we may differentiate instruction (provide acceleration for GT students, enrichment groups, higher level reading groups, STEM groups, as well as remediation as needed)
	High School Campuses offer a Leadership Class whereby enrichment and leadership building will take place, providing a platform to specifically address the ILTexas mission (i.e., leadership speakers series, student led international festival, college and career prep, etc.)
	HS Leadership and K-8 Enrichment Shared Folder: <u>Leadership and Enrichment Google</u> <u>Folder</u>
Daily	To highlight Be On Time, Be Responsible, Be Respectful
Announcements	To include Trilingual Phrase of the Week and be led in three languages (as much as reasonably possible)
	To highlight and include Character / Leadership Trait of the week(s)
Campus Building	Trilingual Labels: All <i>building labels</i> shall be placed under the door name plate. All
	classroom labels shall be placed throughout the classroom. Please click THIS LINK for
	the Google folder with guidelines and placement suggestions.
Special	EL:
Populations	*District Director of ELs K-12 (Compliance and Secondary ESL) is Vera Csorvasi
	*Campus principals are responsible for all federal and state compliance mandates
	regarding English language learners.  *Each campus has an assigned LPAC Administrator and an LPAC Lead Teacher
	(Bilingual or ESL certified) that ensure that the LPAC process is implemented with fidelity
	and that ELs receive the support they need to be successful – LPAC Roster
	*The two documents that outline the Texas State Plan for educating English language
	learners are:
	19 TAC Chapter 89, Subchapter BB. Adaptations for Special Populations <a href="Chapter 89">Chapter 89</a> Special Pops
	• TEC 29.051 - 29.064 Subchapter B. Bilingual Education and Special Language Program—Bilingual Education
	*The English Language Proficiency Standards (ELPS) are required to be used along with the TEKS for EL instruction – <u>ELPS</u>
	*Teachers will complete EL Instructional Accommodations at the BOY, MOY, EOY and use them in instruction
	* Sheltered Instruction Training Series (EL Foundations, ELPS Academy, Implementing the ELPS, EL Instructional Videos)— 20 CPE hours — on Texas Gateway Sheltered Instruction Training
	Dyslexia:

	District Dyslexia Coordinator is Connie Kramer			
	• Each K8 has an assigned Dyslexia Facilitator who serves the identified Dyslexic			
	students			
	• If there are any HS students still receiving Dyslexia services, one of the DF from			
	the feeder K8 campuses will serve those students			
	Minimum number of service hours for the pull out program is			
	Dyslexia Handbook-			
	Dyslexia Handbook-English  Dyslexia Handbook Spanish Version-			
	Dyslexia Handbook-Spanish			
	504:			
	<ul> <li>Campus Counselors are the 504 Coordinators</li> </ul>			
	• Students receiving 504 services must have a qualifying disability and it has been			
	determined that they meet eligibility under Section 504			
	At ILTexas, a 504 meeting is held annually for all 504 students			
	Parent and Educator 504 Resource Guide:			
504 Resource Guide Section 504 EA O'co				
	Section 504 FAQ's:			
	$\frac{504  FAQs}{}$			
	Special Education:			
	To ensure that all children with disabilities have available to them a free appropriate			
public education that emphasizes special education and related services design				
	their unique needs and prepare them for employment and independent living. IDEA, 34			
	CFR \$300.1(a)			
	• Case Manager Responsibilities			
	Special Education Handbook			
	<ul> <li>Self-contained Handbook</li> <li>SSI - <a href="http://tea.texas.gov/student.assessment/ssi/">http://tea.texas.gov/student.assessment/ssi/</a></li> <li>GT (see Advanced Academics, below)</li> </ul>			
K-12 Advanced	K-12 Advanced Academics Plan:			
Academics/GT	K-12 Advanced Academics			
	Folder:			
	GT Share Drive			
Physical Fitness	K-8:			
1 11, 51001 1 1011005	*Students have class daily (45 minutes)			
	*Monday is Character Day			
	*Tuesday through Friday is Physical Fitness Curriculum			
	HS:			
	*Students required to have 4 credits of P.E. to graduate			
	*Class is 90 minutes every other day (block)			

	*Leadership Class replaces character day from K-8s
	All (3-12):
	*Required to complete two rounds of Fitness Testing during school year.
	**ILTexas has 12 Fitness measurements that satisfy and go beyond the state required
	battery of FitnessGram
	All (6-12):
	*Students required to change from school uniform to fitness uniform (dress out) for class
	*Teachers of Physical Fitness have the title "Performance Coach"
	*Performance Coaches should have the following credentials:
	Bachelor's degree in Exercise Science / Kinesiology or if another field of study -
	they should possess thorough knowledge and experience in the fitness / athletic
	industry (i.e. personal training certification(s) / previous college or professional
	athlete etc)
	Pass the content exam of the Texas EC-12 Physical Education
Eagle Academy	Mastery Learning: At ILTexas, failure is not an option.
& Mastery	· Mandatory Homework Academy: Students are expected to complete and to turn in
Learning	all homework or other assignments when due. For students in grades 4 <sup>th</sup> or higher, failure
	to turn in homework will result in the student being required to stay at school that day or
	the following day to complete the assignment. Every campus must have a system of
	contacting parents (i.e., SchoolMessenger) to let the parents know that their student will be
	staying after school to complete missing homework. The details of each campus
	Homework Academy will be determined at the campus level by the Campus Principal.
	Retaking Exams (to include assignments, projects, end of cycle exams, etc.): The
	objective of Mastery Learning is to ensure that every student has an opportunity to
	demonstrate mastery of the content. After teachers have taught the content, an exam is
	given and results are received, exams (formative or summative) should be reviewed with
	students to solidify learning and correct and address gaps. If a student fails an exam, he or
	she should be given an opportunity to correct items on the exam and submit again for a
	better grade or the student may also, after receiving tutoring and support, be given a
	completely different exam (retake exams are to be given with a maximum grade of 70%).
	All students need to demonstrate mastery.
	All students need to demonstrate mastery.
Academic	Calendar: District Events Calendar

## **Cover Sheet**

## Discuss Proposed Donation of Leave Policy

**Section:** III. The Office of the Superintendent [Reports & Discussion]

Item: E. Discuss Proposed Donation of Leave Policy

Purpose: Discuss

**Submitted by:** 

**Related Material:** ILTexas Sick Leave PolicyDRAFT.docx



### **Leave Donation Policy**

Any ILTexas employee may donate up to 5 days of leave each fiscal year to any eligible ILTexas employee.

An eligible employee is any employee who is out on FMLA leave or who is out for an extended period of time due to sickness or injury and would otherwise qualify for FMLA but is not eligible due to length of service, and does not have any other leave available.

If the recipients salary is the same or less that the donors salary, then each day donated will be one full day received.

If the recipients salary is more that the donors salary, then each day donated will be worth \$225 daily rate.

Employees who are resigning or who have been terminated may not donate leave days.



#### SICK LEAVE POOL POLICY

#### Purpose

The purpose of the Sick Leave Pool is to establish an equitable way of allowing employees to share their accumulated sick leave with others in need of additional sick leave.

The intent of this program is to protect benefit eligible employees who may face financial hardship because they have exhausted all of their own sick, or personal leave due to an extended serious, catastrophic, or unforeseen illness, injury or impairment.

#### Scope

All benefit eligible employees who accrue and use sick leave, are eligible to become a member and donate to and withdraw from the Sick Leave Pool. This program is not available to temporary employees who do not earn leave.

#### Policy

- 1. To become a member, benefit eligible employees are required to contribute at least one sick day to the sick leave pool. The contribution of at least one sick day on September 1st of each fiscal year will establish membership in the pool.
- 2. Employees with less than one year of service to ILTexas, will have their requests reviewed by the committee to determine if there any pre-existing conditions that might disqualify from receiving benefits from the sick leave pool.
- 3. Membership and contributions to the sick leave pool are voluntary.
- 4. Contributions to the sick leave pool will be accepted in September of each year. If the balance of the available sick leave pool days falls below an amount that the Director of Human Resources deems prudent, the Director may authorize a special contribution period. Human Resources will announce the exact dates each year for contribution(s).
- 5. The Office of Human Resources will be responsible for guarding the privacy of sick leave pool recipients and donors. Communications will be kept confidential between all parties.



#### INTERNATIONAL LEADERSHIP OF TEXAS

- 6. Contributions will be accepted by completing a Sick Leave Pool Donation Form available on the Human Resources webpage. A benefit eligible employee may contribute a minimum of one day up to a maximum of five sick days per fiscal year.
- 7. Any participating employee may request a withdrawal. All requests for withdrawal from the Sick Leave Pool must be made in advance of anticipated use.
- 8. Withdrawals from the Sick Leave Pool are permitted only for serious, catastrophic, or unforeseen illness, injury or impairment of the employee t h a t meets the following criteria. The employee must have exhausted all sick, personal and state leave and the employee will have to take leave without pay and (b) requires continuing treatment or supervision by a licensed health care provider, and also (c) requires absence from work of at least five days per illness or episode.
- 9. Withdrawals from the Sick Leave Pool may only be taken in increments of full days.
- 10. Withdrawals may only occur to the extent of the Sick Leave Pool contributions available for withdrawal and the beneficiary has no leave time available.
- 11. A participating employee who is receiving workers' compensation may not withdraw from the Sick Leave Pool.
- 12. A participating employee may not withdraw more than 20 days per year. If an employee anticipates being unable to work, the employee should contact Human Resources regarding the sick leave pool policy.
- 13. A participating employee receiving sick leave days from the pool will not accrue additional leave for those days.
- 14. At the end of any fiscal year, all Sick Leave Pool hours are carried forward to the next year.
- 15. The administration of the policy and approval of Sick Leave Pool withdrawals are the responsibility of the Office of Human Resources. All request for withdrawals will be reviewed by 5 sick leave pool committee members.

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#### **Procedures**

- 1. The Director of Human Resources will notify all employees of the open contribution period for the Sick Leave Pool.
- 2. Benefit eligible employees must complete a Sick Leave Pool Donation form and submit to the Office of Human Resources. Participants must contribute a minimum of 1 day and up to 10 days per year in full day increments to become a member.
- 3. New benefit eligible participants will be immediately eligible to become a member and join the pool after they have accumulated at least one day of Sick Leave to contribute.
- 4. Sick leave contributions will be deducted from the contributing employee's accumulated sick leave balance after the open contribution period closes.
- 5. The Sick Leave Pool Request form must be accompanied by an FMLA Certification of a Health Care Provider verifying the nature and expected duration of the illness or injury. If the employee is not eligible for FMLA due to not being employed for one year, this may be waived at the discretion of the committee. If an employee is incapacitated, a family member or designee may request leave from the Sick Leave Pool on the employee's behalf with medical documentation.
- 6. Sick Leave Pool Request should be submitted to the Office of Human Resources for approval.
- 7. The sick leave pool committee will review the nature of the illness, anticipated duration as indicated by the licensed health care provider's statement, the number of days requested to be withdrawn then make a determination of the number of days to be withdrawn. In making the decision, the committee shall be guided by the facts underlying the request, the available days in the Sick Leave Pool, and other factors that the committee may deem relevant to the decision. If the member is released to return to work prior to the expected date, the unused days will remain in the pool.
- 8. In the case of an appeal, all information will be submitted to the Director of Human Resources who will then make a final decision.



#### INTERNATIONAL LEADERSHIP OF TEXAS

- 9. The appeal decisions of the Director of Human Resources shall be final and binding and are not subject to the ILTexas grievance procedure or litigation.
- 10. For questions regarding the Sick Leave Pool program, or to request a withdrawal, please contact the Office of Human Resources.

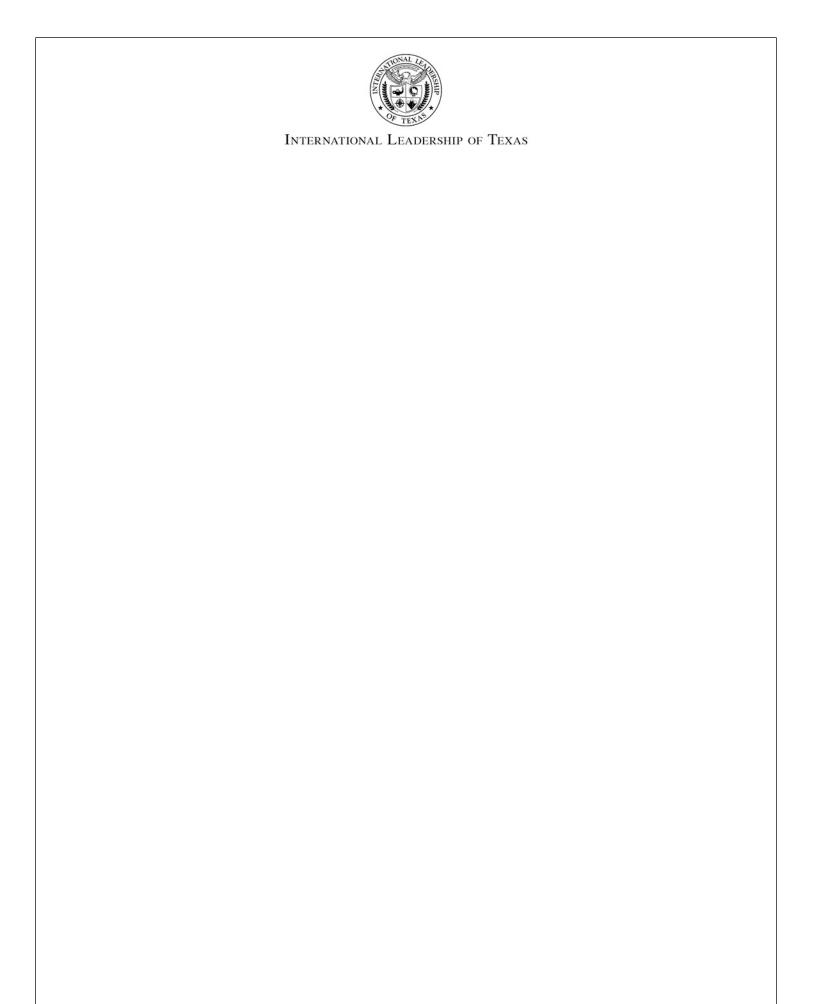


#### **Sick Leave Pool Donation Form**

Employee Name (please print)	Employee ID Number	
Department	FT/PT Regular Hours/Wk	
Initial Enrollment	☐ I <b>DECLINE to donate</b> to the sick leave poor	
Number of Days of Sick Leave Donated Minimum 1 day, Maximum 5 days.	☐ I elect to donate to the sick leave pool	
Equivalent Number of Hours Donated Sick leave must be donated in full-day increments (base hours worked per week). For example:  Full-time 40 hours / week: 1 Day	= 8.0 hours	
understand in order to make a withdrawal from the sick		
Employee Signature	Date	

FAX TO 972-479-9129 OR EMAIL COMPLETED FORM TO HUMAN RESOURCES at hr@iltexas.org
Thank you for your donation.

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### **Cover Sheet**

## Discuss/Act on the Slate of Employee New Hires, Resignations & Terminations

Section: V. Board Action Items

Item: A. Discuss/Act on the Slate of Employee New Hires, Resignations

& Terminations

**Purpose:** Vote

**Submitted by:** 

**RECOMMENDATION:** 

• •

## **Cover Sheet**

## Discuss/Act on the Build to Suit Lease and Option for Orem K-8

Section: V. Board Action Items

Item:

B. Discuss/Act on the Build to Suit Lease and Option for Orem

K-8

**Purpose:** Vote

Submitted by:

Related Material: Orem K8 BTS Lease .pdf

#### **BUILD TO SUIT LEASE AND OPTION**

between

## TCSF16-D MLK & OREM K8, LLC an Idaho limited liability company

as Landlord

and

# INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC., $\mbox{d/b/a}$ International Leadership of Texas and Texas Charter School

as Tenant

Dated: \_\_\_\_\_\_, 2017

#### BUILD TO SUIT LEASE AND OPTION

THIS BUILD TO SUIT LEASE AND OPTION (the "Lease") is made and entered into as of \_\_\_\_\_\_\_, 2017 (the "Effective Date") by and between TCSF16-D MLK & OREM K8, LLC, an Idaho limited liability company, ("Landlord") and INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC., d/b/a International Leadership of Texas, a Texas non-profit corporation and Texas Charter School ("Tenant").

#### RECITALS

- A. Landlord is a developer of school facilities for charter schools. Landlord's business model consists of identifying and acquiring a site for a school facility, developing and constructing the school facility on the site, leasing the completed school facility to a charter school, and providing a purchase option to the charter school for the purchase of the improved site.
- B. Tenant is an accredited and authorized charter school in Texas and desires to lease a school facility in Harris County, City of Houston ("City"), State of Texas, with the option to purchase the school facility and site.
- C. Landlord has acquired a site for a charter school facility for Tenant to be constructed on the real property described on **Exhibit A** attached in Harris County, Texas (the "**Premises**", as further defined below).
- D. Landlord will develop and construct a school facility (the "**Facility**", as further defined below) on the Premises for Tenant.
- E. Following completion of the Facility on the Premises, Landlord will lease to Tenant, and Tenant will lease from Landlord, the Premises with the Facility and other improvements located thereon, subject to the terms and conditions set forth in this Lease.
- F. This Lease contains an option for the Tenant to purchase the Premises, subject to the terms and conditions set forth in this Lease.

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged, Landlord and Tenant agree as follows:

#### ARTICLE 1 LEASE OF PREMISES

1.1 <u>Premises Acquisition</u>. The parties acknowledge that Landlord has entered into an agreement to purchase the Premises (the "**Purchase Agreement**"). Landlord's obligations under this Agreement are conditioned upon closing the Purchase Agreement and acquiring the Premises. If Landlord is unable, or elects not, to close the Purchase Agreement or acquire the Premises, Landlord or Tenant may elect to terminate this Lease by providing written notice to the other, whereupon the parties shall have no further obligations to each other, and Landlord shall return to Tenant the balance of the Security Deposit if any.

- 1.2 <u>Lease</u>. In consideration of the covenants of Tenant contained in this Lease, Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Premises. The "Premises" shall include: (i) the parcel of land situated in Harris County, Texas, which is described on **Exhibit A** attached to this Lease, (ii) all other rights and easements which are appurtenant to such land, and (iii) the Landlord Improvements, as defined in **Article 5 below** (collectively the "**Premises**"); SUBJECT, HOWEVER, to all current taxes and assessments and the encumbrances detailed in **Exhibit B** attached to this Lease (the "**Encumbrances**").
- 1.3 <u>Covenant of Quiet Enjoyment</u>. Landlord covenants that so long as Tenant shall perform the obligations of Tenant contained in this Lease and shall not be in default in the performance of any of such obligations, that Tenant and its permitted subtenants, licensees, successors and assigns shall freely, peaceably, and quietly have, hold and enjoy full and exclusive use and enjoyment of the Premises.
- 1.4 <u>Landlord's Access to the Premises</u>. After providing Tenant at least forty eight (48) hours' written notice, Landlord and its agents, at all reasonable times (i.e. after school hours so as to minimize the number of students present during any such access) shall have access to the Premises for the purpose of examining or inspecting the condition thereof, for the purpose of installing the Landlord Improvements, defined in **Article 5** below, for the purpose of determining if Tenant is performing the covenants and agreements of this Lease, and for the purpose of posting such notices as Landlord may desire to protect the rights of Landlord; provided, however, (i) Landlord must comply with all of Tenant's visitor policies and campus procedures, (ii) at no time shall such entry or right of inspection interfere with Tenant's operations, (iii) Tenant will have the right to provide a representative of Tenant to accompany any entry by Landlord, and (iv) Landlord must comply with requirements of law and Tenant's rules or requirements for safety and security.
- 1.6 <u>Construction Financing</u>. The parties acknowledge that Landlord intends to obtain construction financing in order to acquire the Premises and construct the Landlord Improvements (the "Construction Financing"). Landlord's and Tenant's obligations under this Agreement are conditioned upon Landlord closing the Construction Financing. If Landlord is unable, or elects not to fund the entire construction loan to complete the Landlord Improvements, Landlord or Tenant may elect to terminate this Lease by providing written notice to the other, whereupon the parties shall have no further obligations to each other, and Landlord shall return to Tenant the balance of the Security Deposit if any.

#### ARTICLE 2 TERM

2.1 <u>Term.</u> The term of this Lease (the "**Lease Term**") shall be for a period of twenty-five (25) years, commencing on the Commencement Date (as defined in Article 3 below) and expiring at the expiration of the 25th Lease Year (the "**Expiration Date**"), subject to the terms and conditions set forth in this Lease which may permit or provide for an earlier termination. Each consecutive twelve (12) month period following the Commencement Date shall be a "**Lease Year**." Notwithstanding anything to the contrary contained herein, if the Expiration Date occurs during the school year, then the Lease Term shall extend and not expire until thirty (30) days after the end of the then current school year.

Obligations on Lease Termination. Upon expiration or other termination of this 2.2 Lease, Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a tenant holding over to the same extent as if statutory notice had been given. On the date of expiration or other termination of this Lease, Tenant shall peaceably surrender the Premises in good order, condition and repair, and broom clean and shall, at its expense, remove from the Premises all personal property, trade fixtures, alterations made by Tenant and signs belonging to Tenant (unless Landlord agreed in writing to permit such Tenant additions to remain in place at the time of installation) and shall also repair any damage caused by such property or the removal thereof. At the option of Landlord, to the extent permitted by Texas law and subject to any rights the State of Texas may have in such property under applicable law, any property not removed by Tenant shall be deemed abandoned. Any damage caused by Tenant in the removal of such items, including any damage caused by installation or removal of Tenant's sign, shall be repaired by Tenant at its expense. Notwithstanding the foregoing, all masonry, poured concrete, hard surface bonded or adhesively affixed flooring, plumbing and toilet fixtures, power panels, switches and transformers, and if requested by Landlord, floor covering, wall covering, ceiling material, fixed partitions, and installed lighting equipment (whether or not the same are trade fixtures), and/or other fixtures (other than trade fixtures) and other alterations designated by Landlord which shall have been made or installed by either Landlord or Tenant upon the Premises, shall remain upon and be surrendered with the Premises as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or other termination of this Lease, and shall then become property of Landlord. Tenant shall promptly surrender all keys for the Premises to Landlord at the place then fixed for notice to Landlord and shall inform Landlord of the combinations for any locks and safes on the Premises. Should Tenant not promptly surrender the Premises as required above, Landlord shall have the option, in addition to any other rights and remedies it may have, to apply the security deposit as provided herein toward the following costs and expenses: servicing of all heating, ventilating and air conditioning systems as well as all electrical systems, the removal of personal property, signs, alterations and trade fixtures, and the cleaning of the Premises and the making of all repairs.

### ARTICLE 3 RENT

- 3.1 Net Lease. This is a net lease and it is the intention of the parties that, except as otherwise provided or limited by the specific provisions of this Lease, Tenant shall be responsible for all costs and expenses of the ownership, maintenance, repair and operation of the Premises incurred or accrued during the Lease Term. Any present or future law to the contrary notwithstanding, this Lease shall not terminate, nor shall Tenant be entitled to any abatement, reduction, set-off, counterclaim, defense or deduction with respect to any Base Rent or any additional rent or other sum payable hereunder, nor shall the obligations of Tenant hereunder be affected, by reason of any damage to or destruction of the Premises or by any taking of the Premises or any part thereof by condemnation, except as provided in this Lease.
  - 3.1.1 The following costs shall not be chargeable to Tenant by Landlord, as Base Rent, Additional Rent, or otherwise.

- 1. Depreciation of the Premises, or any equipment, fixtures, improvements or facilities. Costs paid by third parties, or for which Tenant has otherwise reimbursed Landlord.
- 2. Except to the extent caused by Tenant's acts or gross negligence, costs (including penalties, fines and associated legal expenses) incurred due to the violation by Landlord of the terms and conditions of the Lease, or any applicable federal, state, local governmental laws, ordinances, orders, rules and regulations, or property owners associations' rules, which costs would not have been incurred but for such violation by Landlord.
- 3. Interest on debt or amortization payments on any mortgage or mortgages.
- 4. Costs of Landlord's general corporate overhead and general administrative expenses, which would not be chargeable to Operating Expenses of Premises, determined in accordance with generally accepted accounting principles, consistently applied.
- 5. Costs related to maintaining Landlord's existence as a corporation, partnership or other entity.
- 6. Any taxes, including penalty and interest, for failure to timely file and/or pay that Tenant is not specifically obligated to pay under this Lease.
- Base Rent. The "Commencement Date" shall be the Substantial Completion Date, 3.2 as defined in Section 5.2 below. Notwithstanding the foregoing, if Tenant takes possession of the Premises prior to the Substantial Completion Date, then the Commencement Date shall be the date Tenant takes possession of the Premises and commences instruction of students at the Premises; provided, however, Tenant shall not be deemed to have taken possession of the Premises if it has entered solely for the purposes described in Section 5.10 below. Beginning on the Commencement Date, and on the first day of each calendar month thereafter, Tenant shall pay to Landlord, for each month during the Lease Term, the amounts as set forth on **Exhibit E** attached hereto, without any deduction or offset notice or demand throughout the Lease Term (the "Base Rent"). Notwithstanding the foregoing, Base Rent shall not be due and the "Commencement Date" shall not have occurred even if Tenant is permitted by Landlord and actually takes partial possession of the Premises prior to Substantial Completion—the parties agreeing that such partial possession shall be an effort to mitigate each parties' respective damages if Tenant does not commence instruction of students at the Premises. Following Substantial Completion, if the Commencement Date is other than the first (1st) day of a calendar month, Base Rent for the month will be prorated on a per diem basis and will be payable on the Commencement Date for the initial partial month, and the Expiration Date will be extended by the remainder of any partial calendar month in which the Commencement Date occurs. Tenant agrees to execute a Commencement Date Addendum (to be attached to this Lease as **Exhibit G**) confirming the actual Commencement Date of the Lease.
- 3.3 Additional Rent. In addition to Base Rent, all other payments to be made by Tenant under this Lease shall be deemed additional rent and shall be due and payable within ten (10) days following demand if no other time for payment is specified. Additional Rent shall be payable in

monthly installments in advance on or before the first day of each calendar month, in lawful money of the United States, without deduction or offset whatsoever except as otherwise expressly permitted by this Lease, at the Landlord's notice address or to such other place as Landlord may from time to time designate in writing. Landlord shall provide Tenant copies of invoices for any item of Additional Rent Landlord submits to Tenant for payment. Base Rent and Additional Rent are referred to together herein as "**Rent**". Tenant, at its expense, shall have the right at all reasonable times to inspect Landlord's books and records relating to the Additional Rent. Such inspection to be conducted at Landlord's office during normal business hours; provided, however, Landlord agrees to reimburse Tenant for the cost of any such inspection conducted by or for Tenant in the event the inspection proves that the Additional Rent charges charged to Tenant by Landlord hereunder for the period of time covered by such inspection shall have been overstated by Landlord by more than three percent (3%) or more.

- 3.4 Payments by Landlord. Upon ten (10) days prior written notice to Tenant, Landlord may pay any sum or do any act which Tenant has failed to do, and Tenant agrees to pay Landlord, upon demand, all sums so expended by Landlord, together with interest at the rate of ten percent (10%) per annum from the date of expenditure until paid. Such sum and interest shall also be deemed Additional Rent. In addition, any sum not paid by Tenant within ten (10) days of the date due shall accrue a late charge equal to five percent (5%) of the amount unpaid; provided, however, Landlord shall provide Tenant written notice, and a ten (10) day opportunity to cure, once each calendar year prior to the late charge accruing for late payment of Base Rent.
- 3.5 <u>Interest on Past Due Obligations</u>. Any amount due to Landlord which is not paid when due and within any applicable notice and cure period shall bear interest from the original due date until paid at the rate of ten percent (10%) per annum.
- 3.6 Security Deposit. Tenant shall deposit with Landlord the sum of Fifty Thousand Dollars (\$50,000.00) (hereinafter the "Security Deposit"). Tenant shall deliver Five Thousand Dollars (\$5,000.00) to Landlord on the Commencement Date, and again on the first day of each calendar month thereafter until Tenant has delivered the full amount of the Security Deposit to Landlord. The Security Deposit shall be held by Landlord for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term of this Lease. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Base Rent, and any costs, expenses, and charges payable under the provisions of this Lease, Landlord may, but shall not be obligated to use, apply or retain all or a part of the Security Deposit for the payment of any amount which Landlord may spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within thirty (30) days after written demand, deposit with Landlord an amount sufficient to restore the Security Deposit to its original amount; and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Security Deposit separate from Landlord's general funds, and Tenant shall not be entitled to interest on the Security Deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by Tenant, the Security Deposit shall be returned to Tenant or, at Landlord's option, to the last permitted assignee of Tenant's interest under this Lease within thirty (30) days of the expiration of the term of this Lease and after Tenant or Tenant's permitted assignee has vacated the Premises or within fifteen (15) days of receipt of Tenant's new mailing

address, whichever is later. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer the Security Deposit to Landlord's successor in interest whereupon Tenant agrees to release Landlord from liability for the return of the Security Deposit or any accounting therefor.

### ARTICLE 4 USE OF THE PREMISES

- 4.1 <u>Use</u>. Tenant shall use the Premises as an educational facility for the operation of a charter school, administrative offices for Tenant's operations, and/or uses reasonably related to Tenant's school and charitable purposes, including, without limitation, hosting regular or special events or other uses in the customary operation of a school, a kitchen/cafeteria, and the granting of licenses as part of its functioning as a charter school to community groups such as boy scouts, girl scouts, community sports leagues, parent teacher organizations, booster clubs, civic groups, or churches for temporary or episodic use of a portion of the Premises.
- 4.2 Observance of Governmental Regulations. In Tenant's use and occupancy of the Premises and the performance by Tenant of its rights and obligations under this Lease, Tenant shall fully comply with all laws, orders, rules, regulations, directives, ordinances and requirements of all governmental authorities having jurisdiction over Premises, or any part thereof, and Tenant shall pay all costs, expenses, liabilities, losses, fines, penalties, claims and demands including, without limitation, attorneys' fees, that may in any way arise out of or be imposed because of the failure of Tenant to comply with such laws, orders, rules, regulations, directives, ordinances and requirements. Tenant represents and warrants that it has obtained, and shall maintain in full force and effect during the Lease Term all necessary governmental approvals to operate a charter school at the Premises. In the construction of the Landlord Improvements and the performance by Landlord of its rights and obligations under this Lease, Landlord shall fully comply with all laws, orders, rules, regulations, directives, ordinances and requirements of all governmental authorities having jurisdiction over Premises, or any part thereof, and Landlord shall pay (and be solely responsible and liable for without any reimbursement from Tenant) all costs, expenses, liabilities, losses, fines, penalties, claims and demands including, without limitation, attorneys' fees, that may in any way arise out of or be imposed because of the failure of Landlord to comply with such laws, orders, rules, regulations, directives, ordinances and requirements.
- 4.3 <u>Right of Contest</u>. Tenant shall have the right to contest the validity of any laws, orders, rules, regulations, directives, ordinances and requirements in the manner and under the conditions provided in this Lease with respect to contesting the validity of taxes, assessments or other liens. During such contest, Tenant may refrain from complying therewith, provided that (a) Landlord is not subjected to criminal prosecution as a result thereof, (b) Landlord's title to the Premises is not subject to lien or forfeiture as a result thereof, or (c) neither the Premises nor any rights or interest of Landlord are otherwise prejudiced or jeopardized thereby.

#### 4.4 Environmental Compliance.

4.4.1 <u>Restrictions on Hazardous Substances; Remedial Work.</u> Tenant shall not cause any Hazardous Substance (as hereinafter defined) to be brought, kept or used in or about the Premises by Tenant, its officers, directors, owners, agents, employees, subtenants, assignees,

contractors, subcontractors, invitees, or concessionaires except in commercial quantities not in violation of Applicable Environmental Law and similar to those quantities usually kept on similar premises by others in the same business or profession. Tenant, its officers, directors, owners, agents, employees, subtenants, assignees, contractors, subcontractors, invitees, or concessionaires shall store, use and dispose of such materials in compliance with all applicable federal, state and local laws, including, without limitation, Applicable Environmental Law (as hereinafter defined). If the presence of any Hazardous Substance on, in or under the Premises caused or permitted by Tenant, its officers, directors, owners, agents, employees, subtenants, assignees, contractors, subcontractors, invitees, or concessionaires results in any contamination of the Premises, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the affected area to the condition existing prior to the introduction of any such Hazardous Substance, including, without limitation, any investigation or monitoring of site conditions or any clean up, remediation, response, removal, encapsulation, containment or restoration work required because of the presence of any such Hazardous Substance on, in or under the Premises or any release or suspected release or threat of release of any such Hazardous Substance in the air, soil, surface water or ground water (collectively, the "Remedial Work"). Tenant shall obtain all necessary licenses, manifests, permits and approvals to perform the Remedial Work. Tenant shall promptly perform all Remedial Work and the disposal of all waste generated by the Remedial Work in accordance with all Applicable Environmental Law.

4.4.2 Compliance with Applicable Environmental Law. Landlord represents and warrants that the Premises are in compliance with all Applicable Environmental Law (as defined hereinbelow) as of the Commencement Date. Without limiting the generality of the foregoing or any other provision of this Lease, during the Lease Term Tenant shall be solely and completely responsible for ensuring that the Premises and all activities thereon (including activities of Tenant, its officers, directors, owners, employees, agents, contractors, subcontractors, subtenants, assignees, licensees, and concessionaires) comply fully with Applicable Environmental Law and for responding to, defending against and/or complying with any administrative order, request or demand relating to potential or actual contamination on the Premises, or third party claims (including the claims of current or future subtenants in the Premises, or other tenants or subtenants in units or parcels adjoining or near the Premises) for Remedial Work or for the costs of any such Remedial Work or for the costs of any such Remedial Work which the third-party claimant has undertaken, whether such order, request, demand or claim names Landlord, Tenant or both, or refers to the Premises in any way, except where the contamination or other violation of Applicable Environmental Law occurred prior to the Commencement Date of the Lease, or was caused solely by Landlord, any third party not related to Tenant or permitted to be on the Premises by Tenant, or any prior owner or tenant (other than subtenants of Tenant) of the Premises. Tenant shall promptly provide to Landlord copies of all communications, filings or other writings, photographs or materials given to or received from any person, entity or agency in connection with any cleanup or Remedial Work conducted by Tenant, and shall notify Landlord of, and permit Landlord's representative to attend any meetings or oral communications relating thereto. Tenant's responsibility under this Section includes, but is not limited to, promptly responding to such orders, requests, demands and claims For any environmental contamination, violation of Applicable Environmental Law or issue for which Tenant is excepted from responsibility above, Landlord has the same responsibility for carrying out Remedial Work and otherwise complying with Applicable Environmental Law that Tenant would have under this Lease if Tenant was not excepted from such responsibility.

- 4.4.3 Definitions. As used herein, the term "Hazardous Substance" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State in which the Premises are located, or the United States Government, including, without limitation, (i) any substance, chemical or waste that is or shall be listed or defined as hazardous, toxic or dangerous under Applicable Environmental Law, (ii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state or local governmental authority pursuant to any environmental, health and safety or similar law, code, ordinance, rule, regulation, order or decree and which may or could pose a hazard to the health and safety of occupants or users of the Premises or any part thereof, any adjoining property or cause damage to the environment, (iii) any petroleum products, (iv) PCB's, (v) leaded paint, and (vi) asbestos. As used in this Lease, the term "Applicable Environmental Law" shall include the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j-26, as such Acts have been or are hereafter amended from time to time; any so called Superfund or Superlien law; and any other federal, state and local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or any time hereafter in effect.
- 4.4.4 <u>Survival</u>. The obligations of each party set forth in this **Article 4** shall survive the termination or expiration of this Lease for a period of one (1) year.

# ARTICLE 5 IMPROVEMENT OF THE PREMISES AND CONSTRUCTION OF IMPROVEMENTS

5.1 <u>Landlord Improvements</u>. The Landlord shall construct the Landlord Improvements in the manner set forth below:

#### 5.1.1 Definitions.

(i) The "Landlord Improvements" mean the improvements Landlord is obligated to construct and install in and on the Premises as described on Exhibit B attached hereto. The Landlord Improvements, and all structural and equipment specifications shall be subject to governmental and Tenant review and approval prior to commencement of any improvement work. Landlord and Tenant hereby approve the prototypical plans on Exhibit C (the "Plans"). Landlord shall cause final plans and specifications to be prepared for the construction of the Landlord Improvements based upon the Plans, subject to modification by the City in order to comply with City requirements and such modifications as are necessary to conform the Plans to the property upon which the Landlord Improvements are being constructed. Landlord shall provide drafts of the Plans and any revisions to the Plans to Tenant for its review and comment. Landlord shall adopt Tenant's requested changes to the Plans unless such proposed changes will not be approved by the applicable governmental agencies. In such event that Tenant's

proposed changes will not be approved by the applicable governmental requirements, then Landlord shall adopt Tenant's requested changes to the fullest extent possible so that the revised Plans will comply with such governmental requirements. The Plans, once modified and approved by the City shall be the "Final Plans." The construction and installation of the Landlord Improvements shall be subject to the governmental inspection and approval for compliance of the Landlord Improvements with the City-approved Final Plans. All such construction shall be constructed and otherwise completed in a first class workmanlike manner, and in accordance with the requirements of any and all laws, ordinances and regulations applicable thereto, including zoning and building code requirements of any municipal or other governmental agency having jurisdiction over the Premises at the time said construction takes place or otherwise completed and including the Americans with Disabilities Act of 1990 (the "ADA"). Furthermore, Landlord will provide to Tenant the construction schedule of the Landlord Improvements in writing upon the execution of this Lease and will provide weekly written status reports, including, without limitation, identifying and explaining any delays, Force Majeure Delays, staffing and mobilization of trades or other issues, on the progress of construction of the Landlord Improvements in such weekly reports. Landlord shall assign its personnel to monitor the work and progress on the Landlord Improvements with at least weekly site visits. Tenant may, at its cost, engage an independent construction inspector to inspect and provide regular construction status reports to Tenant.

- (ii) The "Landlord Improvement Cost" is the actual cost Landlord incurs in installing and constructing the Landlord Improvements. Landlord shall pay the Landlord Improvement Cost. If Tenant desires improvements in excess of those described on Exhibit C and as otherwise depicted on the Final Plans, then the cost of such improvements shall be the sole responsibility of the Tenant, which Tenant shall deliver to Landlord prior to Landlord proceeding with the additional improvements.
- "Force Majeure Delay" shall mean an unanticipated delay in the (iii) progress of construction due to weather, act of God, unavailability of materials, national emergency, fire or other casualty, natural disaster, war, delays or actions of governmental authorities or utilities, riots, or acts of violence; provided, however, the financial condition of the party claiming a Force Majeure Delay nor general economic conditions, including, but not limited to, the increase in price for materials, will not constitute a Force Majeure Delay. The party relying on a Force Majeure Delay shall provide written notice to the other party notifying such other party of the Force Majeure Delay promptly after such event (but in no event later than five (5) days after the date of such occurrence), with such written notice containing the date of and full details concerning the Force Majeure Delay, and shall proceed with all diligence to complete the performance of the act upon the cessation of the Force Majeure Delay. Furthermore, the party claiming the Force Majeure Delay will provide (i) written reports on a weekly basis as to the status of such party's efforts to remedy the cause or causes and (ii) a written notice of the particular date upon which the Force Majeure Delay ceases to be operative due to the causes being remedied. Notwithstanding the foregoing, it is expressly provided that the serving of said notices and making said reports by the claiming party shall not be deemed an admission by the other party that a Force Majeure Delay is actually operative and shall not preclude the non-claiming party from contending that a

Force Majeure Delay is not operative. Failure of the claiming party to timely give the non-claiming party any said notice or report as provided herein shall invalidate any claim of a Force Majeure Delay.

Completion of Improvements. "Substantial Completion" shall mean all of the 5.2 following occurs: (i) Landlord notifies Tenant in writing (a) once Landlord has received documentation from the contractor engaged to construct the Landlord Improvements stating that such contractors have completed their work or (b) when Landlord reasonably believes, based on notice from its contractor, that the Landlord Improvements have been completed, except for minor punch list work and other items which do not prevent Tenant from operating a charter school at the Premises, (ii) Tenant's independent inspectors have inspected and confirmed that the Landlord Improvements have been completed as detailed in subpart (i) above within five (5) business days of receipt of the written notice from Landlord and that the minor punch list work and other items do not adversely affect the health, safety and welfare of the students at the charter school, and (iii) the City has issued a temporary or final certificate of occupancy. The date of Substantial Completion shall be the "Substantial Completion Date". Landlord shall cause Substantial Completion to occur no later than August 5, 2018 subject to Force Majeure Delay ("Anticipated Substantial Completion Date"). Landlord acknowledges that Tenant intends to utilize the Premises during the 2018 school year and Landlord shall ensure that the Premises are available for Tenant on or before the Anticipated Substantial Completion Date, subject to Force Majeure Delay. Landlord shall exercise commercially reasonable efforts to include a liquidated damages (the "Liquidated Damages") clause in the construction contract for the construction of the Landlord Improvements. In the event Substantial Completion does not occur on or before the Anticipated Substantial Completion Date, subject to Force Majeure Delay, then Landlord will be deemed to be in automatic default under this Lease and not subject to any cure period, and Tenant, at its sole and absolute option, (A) may elect to exercise the remedies available to it under this Lease or (B) may elect in lieu of exercising the remedies available to Tenant for a default by Landlord hereunder to instead leave the Lease in full force and effect and shall be entitled to receive the Liquidated Damages Landlord receives under the construction contract for the Landlord Improvements, with Landlord hereby required to immediately distribute such funds once received; provided further, if the Substantial Completion Date does not occur on or before August 10, 2018, subject to Force Majeure Delay, and Tenant is not able to commence student instruction at the Premises, Landlord acknowledges that Tenant additional costs not anticipated by the parties and therefore (i) Tenant shall receive a rent credit towards its initial due rental obligations equal to three (3) days of Rent for each and every day after August 10, 2018, subject to Force Majeure Delay, until the Substantial Completion Date occurs or Tenant is able to commence student instruction at the Premises. Furthermore, Landlord is required to diligently (i) pursue obtaining a final certificate of occupancy after the Substantial Completion Date and (ii) commence addressing and curing any punch list or warranty items within five (5) days notice of same and diligently pursuing the completion of such matters.

If the Parties determine at least thirty (30) days prior to the Anticipated Substantial Completion Date that the Premises will not reach Substantial Completion on or before the Anticipated Substantial Completion Date, then Landlord and Tenant shall exercise commercially reasonable efforts to identify, prepare and provide temporary space reasonably suited to serve Tenant's needs ("**Temporary Space**"), sufficient to allow Tenant to reasonably operate its public school campus.

- Sight to Inspect Improvements. The parties shall have the right to inspect the construction of the Landlord Improvements at any time; provided, however, such inspection shall be at the sole risk of such inspecting party. If Tenant believes that the Landlord Improvements are not being properly constructed, then Tenant shall notify Landlord. Landlord shall review the information that Tenant is relying on in order to determine if the Landlord Improvements are not being properly constructed and respond to Tenant's concerns within five (5) business days of Landlord's receipt of Tenant's notice. If Landlord agrees with Tenant, then Landlord shall immediately notify the applicable contractor of such fact and demand that the contractor correct any work that is not in conformance with the Final Plans. If Landlord does not agree with Tenant, then Landlord shall notify Tenant of such fact within such five (5) business day period. If Tenant disagrees with Landlord's decision, then the parties agree to consult an independent, third party contractor mutually agreed upon by the parties to timely resolve the matter (but in no event later than twenty (20) days after Tenant's original notice to Landlord of the non-conforming work).
- 5.4 Warranties. Landlord hereby assigns to Tenant, on a non-exclusive basis, all warranties received in connection with the design, construction and installation of the Landlord Improvements, if any, and to the extent such warranties are assignable. Further, concurrently with the closing of Tenant's acquisition of the Premises, pursuant to the Option described in Article 19 below, Landlord shall: (i) execute for the benefit of Tenant an Assignment of Warranties and Guarantees in the form attached hereto as **Exhibit H** and incorporated for all purposes herein; and (ii) exercise commercially reasonable efforts to obtain an Acknowledgement of Third Party Beneficiary from Landlord's architect, engineers, general contractor, design-build firm or any other relevant parties to execute the form attached hereto as Exhibit I and incorporated for all purposes herein (the "Acknowledgement"). Landlord agrees that, upon written request from Tenant, it will assert its rights under any and all warranties and guaranties of third parties held by Landlord for Landlord's Improvements (including those provided by the general contractor and subcontractors) (collectively, "Construction Warranties"). Nothing in this Lease shall prevent Tenant from enforcing the Construction Warranties as allowed under the Acknowledgment. Any limitation of Landlord's warranties under this Lease during the Lease Term is strictly for the benefit of Landlord (and its successors and assigns) and no other party. Neither Landlord's general contractor, its architect, nor any other third party (other than Landlord's successors or assigns) may rely upon such limitation for their benefit, or attempt to claim such limitation as a waiver by Landlord in any manner whatsoever, and such parties shall remain fully liable to the extent of their obligations under their respective contracts and warranties with Landlord and any applicable laws.
- 5.5 Representatives. Each party designates their respective individual(s) named below as its representatives to act on its behalf in all matters covered by this Lease. All inquiries, requests, instructions, authorizations, and other communications with respect to the matters covered by this Lease shall be made to such representatives. Any party may, without further or independent inquiry, assume and rely at all times that each of the other party's representative designated hereunder has the power and authority to make decisions on behalf of such party, to communicate such decisions to the other party and to bind such party by his acts and deeds, unless otherwise notified in writing by the party designating the representative. Any party may change its representative under this Lease at any time by written notice to the other parties. The initial representative of each party for purposes of this paragraph shall be as follows:

Tenant: Eddie Conger

Landlord: Jason Kotter or Ryan Van Alfen

- 5.6 <u>Meetings</u>. From and after the date of this Lease and until completion of the Landlord Improvements (including, without limitation, completion of any punch list items, any and all warranty work, and obtaining the final certificate of occupancy), the designated representatives of the parties shall meet on a regular basis (the frequency of which shall be as agreed upon from time to time by the parties) regarding the status of construction of the Landlord Improvements, scheduling and coordination issues, engineering and design issues, and other similar issues. Landlord shall be responsible for scheduling the time and location of such meetings, and shall give the other parties at least 3 days' advance notice thereof.
- 5.7 <u>Alterations</u>. In addition to the construction of the Landlord Improvements, at any time and from time to time during the Lease Term, Tenant, at its sole cost and expense, but subject to Landlord's prior written approval (with such approval not to be unreasonably withheld, conditioned or delayed), may make additions and alterations to the Landlord Improvements now or hereafter located on the Premises, provided that (a) all such additions and alterations shall be constructed in a first class workman like manner and shall not decrease the value of any of the existing Landlord Improvements; and (b) all required approvals of such construction shall have been obtained from the governmental authorities and utilities having jurisdiction thereof. Tenant shall provide Landlord at least thirty (30) days' written notice for any structural improvements. Landlord shall in all cases have the right to post on the Premises a "notice of non-responsibility" prior to commencement of construction.
- 5.8 <u>Plans and Specifications</u>. Except as otherwise provided in this Lease (e.g. Section 5.7), all construction work on the Premises, and all alterations and additions thereto, shall be done in compliance with and pursuant to the Final Plans and performed by duly licensed and reputable contractors approved by Landlord in its sole and absolute discretion.
- 5.9 Mechanics' Liens. Tenant shall not suffer or permit to be enforced against the Premises, or any part thereof, any mechanics', materialman's, contractor's or subcontractor's liens arising from, or any claim for damage growing out of the work of any construction, repair, restoration, replacement, or improvement done by or on behalf of the Tenant, but Tenant shall pay or cause to be paid all of such liens, claims, or demands before any action is brought to enforce the same against the Premises. In the alternative, if Tenant shall in good faith contest the validity of any such lien, claim, or demand, then Tenant shall pay and satisfy any adverse judgment that may be rendered thereon prior to execution thereof and in the event of any such contest Tenant shall at the request of Landlord provide such security and take such steps as may be required by law to release the Premises from the effect of such lien.
- 5.10 <u>Early Entry</u>. Notwithstanding anything to the contrary contained herein, upon Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), Tenant shall have reasonable access to the Premises on or before August 5, 2018, in order to begin installing Tenant's trade fixtures and personal property and for any other legal purpose reasonably acceptable to Landlord which is necessary for the preparation of the Premises for operation of a charter school by Tenant (excluding the instruction of students at the Premises), provided that such early entry shall not unreasonably interfere with the construction of the

Landlord's Improvements. Such early entry will be subject to all the terms and provisions of this Lease except for the payment of Rent – which will not start becoming due and payable until the Commencement Date. Without limiting the generality of the foregoing in any manner whatsoever and by way of example only, the following activities on the Premises are hereby approved by Landlord for purposes of this Section: (i) employee meetings and orientation, (ii) kitchen personnel access to Premises to stock, organize and arrange cafeteria of Facility, (iii) public forums, (iv) recruitment meetings, (v) technology personnel access to Premises to install, test and monitor technology components of Facility, and (vi) locating a receptionist/representative at the Premises to field walk-in meetings and tours of the Premises.

5.11 <u>Qualifications of Contractor</u>. Landlord shall select a general contractor or construction manager (either hereinafter "Contractor"), and such other subcontractors and trades necessary for the work, that are registered to do business in the State of Texas and shall be in good standing at all times with the Secretary of State and Texas Comptroller. Landlord and Tenant mutually agree upon the Contractor.

### ARTICLE 6 TAXES AND ASSESSMENTS

6.1 <u>Payment of Taxes and Assessments</u>. Except as otherwise provided in **Section 6.3**, Tenant shall pay, prior to delinquency: (a) all property taxes, assessments, levies, fees, fines, penalties and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are during the Lease Term, imposed or levied upon or assessed against (i) the Premises, or (ii) this Lease, the leasehold estate hereby created or which arises in respect of the operation, possession or use of the Premises; and (b) all sales, transaction privilege, gross receipts or similar taxes imposed or levied upon, assessed against or measured by any Base Rent or other amounts payable to Landlord hereunder, but not income taxes or any taxes which Tenant is able to secure an exemption from to the benefit of Landlord and Tenant. Notwithstanding anything to the contrary herein, Tenant shall not be obligated to pay any of the following imposed (and any penalties or interest related thereto) against Landlord or the Premises: (i) any local, state, federal or any other governmental authority or agency income tax, (ii) state margin, franchise or occupations tax, (iii) any employer tax, (iv) any inheritance, estate or death tax imposed on Landlord or with respect to the Premises as a result of the death of any of Landlord's partners, (v) any succession taxes attributable to Landlord's acts, (vi) any transfer taxes attributable to Landlord's acts, (vii) any gift taxes attributable to Landlord's acts, (viii) any profit taxes attributable to Landlord's acts, (ix) any capital taxes attributable to Landlord's acts, or (x) any special assessments levied for improvements made at Landlord's request and not exclusively benefitting the Premises. In addition, Tenant shall not be responsible for any excise, corporate or partnership taxes or interest or penalties related to Landlord. If Tenant fails to pay any of the foregoing before they become delinquent, Landlord, after notice to Tenant, may pay such delinquent taxes, assessments, levies, fees, fines, penalties and governmental charges, and all expenditures and costs incurred thereby shall be payable as additional rent hereunder within twenty (20) days after such notice to Tenant. Tenant will furnish to Landlord, promptly after demand therefor, proof of payment of all items referred to above which are payable by Tenant. If any such assessment may legally be paid in installments, Tenant may pay such assessment in installments.

- 6.2 <u>Prorations</u>. All ad valorem real estate taxes and personal property taxes which are due and payable in the first Lease Year and within one year after the expiration of the Lease Term shall be prorated as of the date this Lease is executed and delivered by each of the parties or the date of expiration of the Lease Term, whichever is applicable, on the basis of the fiscal year with respect to which such taxes are assessed, and assuming that such taxes are payable in arrears. Tenant shall be responsible for and shall pay the portion of such taxes relating to the periods beginning with the Commencement Date through and including the expiration or earlier termination of this Lease.
- 6.3 Privilege of Contesting. Upon at least ten (10) days prior written notice to Landlord and Tenant furnishing to Landlord such bonds or other security as determined and requested by Landlord, Tenant shall have the right to protest, contest, object to or oppose the legality or amount of any such taxes and assessments to be paid by Tenant hereunder. In the event of any such contest, Tenant may defer payment of any such tax or assessment so long as the legality or the amount thereof is being so contested, diligently and in good faith; provided, however, that if at any time payment of the whole or any part thereof shall become necessary in order to prevent the termination by sale or otherwise of the right of redemption of any property affected thereby or to prevent physical eviction of either Landlord or Tenant because of nonpayment thereof, Tenant shall pay the same in order to prevent such termination of the right of redemption or such eviction. Any such contest shall be at the sole cost and expense of Tenant, and Tenant shall pay any costs or expenses incurred by Landlord as a result of any such contest. Each refund of any tax, assessment, fee or charge so contested shall be paid to Tenant, and Landlord shall not, without prior approval of Tenant, make or enter into or finally agree to any settlement, compromise or any disposition of any contest or discontinue or withdraw any contest or accept any refund, other adjustment or credit of or from any such tax or assessment as a result of any contest. If there are any refunds of the taxes or assessment at the end of the Lease Term, the amounts will be prorated between Landlord and Tenant on the basis set forth in Section 6.2. Any and all penalties and interest that become due as a result of any such contest shall be paid by Tenant.

### ARTICLE 7 REPAIRS AND MAINTENANCE

7.1 Obligations of Tenant. During the Lease Term, Tenant, at its sole cost and expense, shall keep and maintain the Premises and all of the improvements now or hereafter located on the Premises and all additions thereto, in good, first class, attractive and safe condition and repair and shall make all necessary repairs, replacements and renewals, whether structural or non-structural, foreseen or unforeseen, ordinary or extraordinary, in order to maintain such state of repair and condition; it being the intention of the parties that Landlord shall have no liability for any of the foregoing that Landlord shall obtain possession of the improvements at the end of the Lease Term, and that the improvements will be in good repair and condition at said time, reasonable wear and tear excepted and insured casualty loss excepted. During the Lease Term, Tenant shall also be responsible, at Tenant's sole cost and expense, for the maintenance, repair and replacement of the Premises, including, without limitation, all buildings, HVAC, windows and plate glass, wiring, plumbing, roadways, driveways, parking areas, landscaping, sidewalks, fencing, lighting, retention areas, drainage and utility facilities and other improvements located on, in, or under the Premises. Tenant, at Tenant's expense, shall be responsible for all improvements, additions, alterations, maintenance, and repairs necessary or appropriate such that the Premises and all improvements

thereon are in compliance with the ADA. In the event Tenant neglects said responsibilities as listed above, Landlord may, at its sole discretion, make the necessary repairs and maintenance to the Premises and charge the costs associated therewith to Tenant, which sums shall be payable as additional rent.

#### ARTICLE 8 UTILITIES

8.1 Payment of Utilities. During the Lease Term, Tenant agrees to pay, when due all charges for water, sewer, gas, electric, City, telephone, CATV, and all other utility services of every kind and nature supplied to and used on the Premises, including all connection fees and/or pending assessment charges. Any interruptions or impairments of utility services of any nature or in any manner whatsoever shall not affect any of Tenant's obligations under this Lease unless caused by the gross negligence, recklessness, or willful misconduct of Landlord, its agents, contractors, or employees, in which case Rent shall be equitably abated during the period of the interruption or impairment based on the portion of the Premises that are not useable as a result of such interruption or impairment.

### ARTICLE 9 INSURANCE AND NON-LIABILITY

- 9.1 Non-Liability. Except for matters attributable to Landlord's and, without limitation, Landlord's employees', agents', contractors', partners', officers', and/or any other party acting on behalf of any of the foregoing persons gross negligence, recklessness, or willful misconduct, Landlord shall not be liable for any claim, demand, liability, loss, cost, damage and expense, including, without limitation, reasonable attorneys' fees and court costs arising out of Tenant entering into, and performing its obligations under, this Lease, and any accident or other occurrence causing injury to or death of persons or damage to property by reason of Tenant's use, construction or maintenance of any improvements, of any additions, alterations or renovations thereto, or due to the condition of the Premises or any improvements thereon, or the use or neglect thereof by Tenant or any agent, employee, invitee, contractor, or customer of Tenant, or any other person, or otherwise occurring upon the Premises or any improvements thereon.
- 9.2 <u>Casualty Insurance</u>. Tenant will, at all times during the Lease Term and at the sole cost and expense of Tenant, keep all improvements, equipment, and fixtures on the Premises insured for the benefit of Landlord and Tenant, as co-insureds, to the extent of one hundred percent (100%) of the full replacement cost thereof against loss or damage from fire and other risks normally insured against.
- 9.3 <u>Liability Insurance</u>. Tenant, at the sole cost and expense of Tenant, shall at all times during the Lease Term, maintain in force an insurance policy or policies which will name Tenant as insured and Landlord as an additional insured, insuring against all liability resulting from injury or death occurring to persons in or about the Premises, with limits for each occurrence of not less than \$5,000,000, combined single limit, with respect to personal injury, death and property damage. The original of such policy or policies shall remain in possession of Tenant; provided, however, that Landlord shall have the right to receive from Tenant, upon written demand, a duplicate policy or policies of any such insurance. Tenant shall also maintain and keep in force

all employees' compensation insurance on its employees, if any, required under the applicable workmen's compensation laws of the state in which the Premises are located.

- 9.4 Other Insurance. Tenant, at its sole cost and expense of Tenant, shall at all times during the Lease Term, maintain in force such other and additional insurance policies as a prudent ground tenant and Texas charter school operator (including protection against sexual abuse and molestation claims coverage) in the position of Tenant would maintain or as Landlord may require from time to time. Landlord shall be an additional insured on all such policies.
- 9.5 Policy Requirements. All insurance policies required or otherwise provided and maintained under this **Article 9** shall contain provisions to the effect that the insurance shall not be canceled or modified without thirty (30) days' prior written notice to Landlord and that no modification shall be effective unless approved in writing by Landlord., with such approval not to be unreasonably withheld, conditioned or delayed. All such policies shall be issued by a company or companies rated "A-XII" or better by the then most current edition of Best's Insurance Guide (or if such guide is no longer published, then having a comparable rating as specified by Landlord from time to time), responsible and authorized to do business in the state in which the Premises are located, as Tenant shall determine, and shall be approved by Landlord (with such approval not to be unreasonably withheld, conditioned or delayed). All such policies shall name Landlord as an additional insured.
- 9.6 <u>Mutual Release of Subrogation Rights.</u> Without in any way limiting the applicability of **Section 9.1**, Tenant and Landlord each hereby release and relieve the other and the officers, directors, owners, shareholders, employees, agents and representatives of the other, and waive their entire right of recovery against the other and the officers, directors, owners, shareholders, employees, agents and representatives of the other, for loss or damage arising out of or incident to the perils insured against under this **Article 9**, which perils occur in, on or about the Premises, whether due to the negligence of Landlord or Tenant or their agents, employees, contractors, concessionaires and/or invitees, but only to the extent of insurance proceeds actually paid, and specifically excluding a release of subrogation rights for amounts less than applicable deductibles. Tenant shall, upon obtaining the policies of insurance required hereunder, give notice to and obtain waiver of subrogation agreements or endorsements from the insurance carrier or carriers concerning the foregoing mutual waiver of subrogation contained in this Lease.

#### ARTICLE 10 ASSIGNMENT AND SUBLETTING

#### 10.1 Assignment and Subletting.

- 10.1.1 <u>Prohibition against Assignment</u>. Tenant shall not have the right to assign or sublease all or part of this Lease without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- 10.1.2 <u>Subleases Subject to this Lease</u>. Any sublease shall be subject to all of the terms and conditions of this Lease and each subtenant, by accepting any sublease and entering into possession of any portion of the Premises shall be deemed to have covenanted directly with Landlord to observe and perform all of the provisions of this Lease as they relate to the portion of

the Premises subject to the sublease. No sublease or other assignment shall release Tenant from any of Tenant's obligations under this Lease unless otherwise agreed to in writing between the parties. No sublease shall permit Tenant to sublease all or a portion of the Premises to a subtenant operating an athletic training program.

10.1.3 Permitted Assignments and Subleases. Notwithstanding anything to the contrary in this Article 10 or elsewhere in this Lease, Tenant shall have the right to assign this Lease without the consent of Landlord, but with written notice to Landlord, if the new tenant: (a) assumes all of Tenant's obligations under this Lease, (b) is a licensed charter school or public education facility in Texas, and (c) the licensed charter school is operated by Eddie Conger. In addition, notwithstanding anything to the contrary in this Article 10 or elsewhere in this Lease, Tenant shall have the right to sublease portions of the Premises to subtenants with educational, religious or athletic uses that support Tenant's operations at the Premises, without the consent of Landlord. Landlord shall not be permitted to assign its interests in this Lease without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, no consent of Tenant is necessary if such assignment is to an affiliate or subsidiary of Landlord. No assignment shall release the Tenant from any obligations or liability under this Lease, unless any such assignment is either expressly permitted herein or approved by Landlord as per the terms of this Lease.

### ARTICLE 11 DAMAGE AND DESTRUCTION

Damage or Destruction. In the event the Premises, or any portion thereof, shall be damaged or destroyed by fire or other casualty so as to become partially or totally untenable, then the repair of the damages shall be promptly commenced by Landlord following receipt of the necessary insurance proceeds and governmental permits for such restoration. If the casualty is one that is required to be covered by a policy of insurance to be maintained pursuant to Article 9 herein, then Tenant shall make available to Landlord the proceeds from such insurance policy to repair the damages so that the repaired or rebuilt Premises has at least the same value as immediately prior to such damage or destruction. Until the damaged Premises are restored to a tenable condition and substantial completion of the repairs or rebuilding by Landlord has occurred, if Tenant did not willfully or grossly negligently cause the casualty, then Rent and all other payments due hereunder shall abate entirely in the instance of total destruction (or substantial destruction that makes the Premises untenable). Landlord shall not be required to repair or replace Tenant's merchandise, trade fixtures, furnishings or equipment, as Tenant is responsible for ensuring it has adequate insurance to cover its own property on the Premises; provided, however, Landlord shall be responsible and liable for such matters if the damage/casualty is attributable to Landlord's gross negligence or willful misconduct.

#### ARTICLE 12 CONDEMNATION

12.1 <u>Eminent Domain; Cancellation</u>. If the Premises are taken by any entity with the power of eminent domain (a "**Condemning Authority**") or if the Premises are conveyed to a Condemning Authority by a negotiated sale, or if part of the Premises is so taken or conveyed such that the use of the remaining Premises is materially interfered with, or such that the improvements

cannot be rebuilt so that upon completion Tenant may again use the Premises without substantial interference, as determined by Tenant, then Tenant may terminate this Lease by giving Landlord written notice at any time after the occurrence of any of the foregoing and such termination shall be effective as of the date of the transfer to the Condemning Authority. If this Lease is terminated pursuant to this **Section 12.1**, Landlord shall refund to Tenant any Rent prepaid beyond the effective date of termination.

- 12.2 <u>Partial Takings</u>. If part of the Premises or any of the Improvements are taken or conveyed without substantially interfering with the use of the Premises, this Lease shall not terminate and rent shall not abate. In such event, Landlord shall receive the portion of the award attributable to the value of the fee title estate taken, and Tenant shall receive all remaining awards and other compensation or sums, and Tenant shall apply all such amounts it received to the extent necessary to pay the cost of restoring the Improvements and/or the Premises to a complete architectural unit suitable for Tenant's use on the Premises.
- 12.3 <u>Basis of Awards</u>. All payments made for any taking or conveyance of the land as described in this **Article 12** shall be paid to Landlord and Tenant hereby agrees that it shall have no claim to any such awards for any damage to its leasehold estate, except as may be provided by the law of the state in which the Premises are located.

#### ARTICLE 13 LANDLORD FINANCING

- 13.1 <u>Prohibition of Landlord's Mortgage</u>. Landlord shall have the right to encumber its interest in the Premises by one or more mortgages, deeds of trust, assignments of rents and leases, security agreements or otherwise (a "**Landlord Mortgage**").
- 13.2 <u>Attornment</u>. If the holder of any Landlord Mortgage shall hereafter succeed to the rights of Landlord under this Lease, then at the option of such successor, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease, and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment.
- 13.3 <u>Prohibition of Tenant's Mortgage</u>. Tenant shall not have the right to mortgage its interest in this Lease.
- 13.4 <u>Subordination</u>. Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing on the Premises, and to any renewals and extensions thereof; but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust, or other lien to this Lease. At Landlord's option, Landlord may request that Tenant subordinate this Lease to any mortgage, deed of trust, or other lien hereafter placed on the Premises, and Tenant agrees on Landlord's or Landlord's mortgagee demand to execute such instruments subordinating this Lease to any such future mortgage, deed of trust or other lien and provide such further assurances as Landlord or such mortgagee may reasonably request; provided, however, that this Lease shall and must be recognized by the mortgagee and, so long as Tenant is not in default under the terms of this Lease beyond the applicable cure period, not be disturbed upon foreclosure (or deed in lieu thereof), and that the rights of Tenant shall

remain in full force and effect during the term of this Lease so long as Tenant shall not be in default of any of the covenants and conditions of this Lease beyond the applicable cure period.

#### ARTICLE 14 ADDITIONAL COVENANTS

#### 14.1 <u>Estoppel Certificates</u>.

- 14.1.1 <u>Delivery of Tenant Estoppel Certificate</u>. Tenant shall at any time upon fifteen (15) business days' prior written notice from Landlord execute, acknowledge and deliver to Landlord, or the holder of any Landlord Mortgage or such other persons or entities as Landlord may designate, a statement in writing, in a mutually agreeable form: (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modifications and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed; and (iii) acknowledging that Tenant has unconditionally accepted the Premises, is in possession thereof, and no defense to enforcement of the Lease exists; (iv) agreeing to provide any Landlord mortgagee with the opportunity to cure defaults by Landlord; and (v) agreeing not to amend, cancel or assign the Lease without the prior written content of any holder of a Landlord Mortgage. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.
- 14.1.2 <u>Consequences if Tenant Estoppel Certificate not Delivered.</u> Tenant's failure shall also be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification, except as may be represented by Landlord; (ii) that there are no uncured defaults in Landlord's performance; (iii) that not more than one month's rent has been paid in advance; (iv) that Tenant is in possession of the Premises; (v) that no defenses exist to the enforcement of the Lease; and (vi) that Tenant agrees to be bound by provisions in this Lease.

#### 14.2 Representations.

- 14.2.1 Tenant is duly organized, validly existing and in good standing under the laws of the State of Texas.
- 14.2.2 Tenant has the power and authority to enter into and to perform its obligations under this Lease. The execution and delivery of this Lease and performance by the Tenant of its obligations under this Lease have been duly authorized by all necessary action.
  - 14.2.3 This Lease has been duly executed and delivered by the Tenant.
- 14.2.4 The execution and delivery of this Lease and the performance of the terms herein by the Tenant; (i) will not conflict with or result in a violation of any applicable Texas law or rule affecting the Tenant; (ii) will not conflict with or result in a violation of any judgment, order or decree of any court or governmental agency of the State of Texas to which the Tenant is a party or by which it is bound; (iii) will not violate the terms of any instrument, document or agreement, to which the Tenant is a party or by which it or any of its property is bound; or (iv)

conflict with, result in a breach of or constitute a default under any such instrument, document or agreement to which the Tenant is a party by which it or any of its property is bound.

- 14.2.5 No consent, license, approval or authorization of any governmental authority, bureau or agency is required in connection with the execution, delivery, performance, validity and enforceability of this Lease by or against Tenant, except those that have previously been obtained.
- 14.3 <u>Wire Transfer of Certain Lease Payments</u>. Each month Tenant and Landlord shall assure that the State Funds identified for lease payments for the campus subject to this Lease are wire transferred into a "Lease Account" established with Landlord's lender in accordance with the directions set forth in **Exhibit J**. Such Lease Account also constitutes the Control Account and will be subject to the terms established by Landlord's lender and its loan documents with Landlord, subject to any interest of the State of Texas in such funds and to the extent the Landlord's lender's terms and loan documents comply with applicable Texas law.

#### ARTICLE 15 DEFAULT

15.1 <u>Events of Default</u>. Any of the following occurrences or acts shall constitute an event of default ("**Events of Default**") under this Lease:

#### 15.1.1 Breach of Obligations. If Tenant shall fail to:

- (a) Pay any Base Rent, additional rent or other sum, within ten (10) days of written demand; provided, however, if Tenant disputes any such sum that Landlord claims is otherwise owed hereunder, then Tenant shall not be deemed in default if Tenant notifies Landlord in writing within ten (10) days after receipt of Landlord's written demand of Tenant's contestation of such amount. In such an event, if the parties cannot agree on the matter within ten (10) days thereafter, then the parties agree to enter into mediation as provided hereunder; or
- (b) Provide any insurance coverage as required by this Lease, within ten (10) days of written request; or
- (c) Observe or perform any other provision hereof and such failure shall continue for thirty (30) days after notice to Tenant of such failure; provided, however, if the failure cannot reasonably be cured within thirty (30) days, Tenant shall not be in default if Tenant commences to cure the default within such thirty (30) day period and thereafter diligently and in good faith proceeds to cure the default within a reasonable time thereafter not to exceed ninety (90) days following receipt of notice.
- 15.1.2 <u>Bankruptcy</u>. If Tenant shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law, or shall be adjudicated a bankrupt or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the adjudication of Tenant as a bankrupt or its reorganization pursuant to any federal or state bankruptcy law or any similar federal or state law shall be filed in

any court and Tenant shall consent to or acquiesce in the filing thereof or such petition or answer shall not be discharged or denied within 120 days after the occurrence of any of the foregoing;

- 15.1.3 Other Insolvency Events. If a receiver, trustee or liquidator of Tenant or of all or substantially all of the assets of Tenant or of the Premises or Tenant's leasehold interest therein shall be appointed in any proceeding brought by Tenant, or if any such receiver, trustee or liquidator shall be appointed in any proceeding brought against Tenant, except as may be related to any action of the Texas Education Agency, and shall not be discharged within one hundred twenty (120) days after the occurrence thereof, or if Tenant shall consent to or acquiesce in such appointment; or
- 15.1.4 <u>Abandonment</u>. If, following commencement of development of the Premises and at any time thereafter during the Lease Term, Tenant shall abandon the Premises, with Tenant's absence from the Premises for a period of four (4) consecutive months to be conclusive evidence that the Premises have been abandoned.
- 15.2 <u>Remedies</u>. If an Event of Default shall have happened and be continuing, Landlord shall have the following rights and remedies, to the maximum extent available or permitted under applicable law:
- 15.2.1 Right to Terminate. Landlord shall have the right to give Tenant notice of Landlord's termination of the Lease. Upon the giving of such notice, the term of this Lease and the estate hereby granted shall expire and terminate on the date set forth in such notice as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the Lease Term, and all rights of Tenant hereunder (and all rights of tenant under the options described in this Lease) shall expire and terminate, but Tenant shall remain liable as hereinafter provided. Upon termination of this Lease, all improvements to the Premises shall belong to Landlord; provided, however, Tenant shall be permitted to remove all school related furniture, trade fixtures and equipment.
- 15.2.2 <u>Right to Re-enter</u>. Landlord shall have the immediate right, whether or not the term of this Lease shall have been terminated pursuant to **Section 15.2.1**, to re-enter and repossess the Premises by summary proceedings, ejectment, any other legal action or in any lawful manner Landlord determines to be necessary or desirable and to remove all persons and property therefrom. No such re-entry or repossession of the Premises shall be construed as an election by Landlord to terminate the term of this Lease unless a notice of such termination is given to Tenant pursuant to **Section 15.2.1**.
- 15.2.3 <u>Reletting of the Premises</u>. At any time or from time to time after the reentry or repossession of the Premises pursuant to **Section 15.2.2**, whether or not the term of this Lease shall have been terminated pursuant to **Section 15.2.1**, Landlord shall use reasonable efforts to relet the Premises for the account of Tenant at a rental which is reasonable in light of the then existing market conditions in the community, in the name of Tenant or Landlord or otherwise, without notice to Tenant, for such term or terms and on such other conditions and for such uses as Landlord, in its absolute discretion, may determine. Landlord may collect and receive any rents payable by reason of such reletting.

- 15.2.4 <u>No Release</u>. No expiration or termination of the term of this Lease pursuant to **Section 15.2.1**, by operation of law or otherwise, and no re-entry or repossession of the Premises pursuant to **Section 15.2.2** or otherwise, and no reletting of the Premises pursuant to **Section 15.2.3** or otherwise, shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, re-entry, repossession or reletting.
- 15.2.5 Damages. In the event of any expiration or termination of the term of this Lease or re-entry or repossession of the Premises by reason of the occurrence of an Event of Default, Tenant will pay to Landlord all Base Rent, additional rent and other amounts due to Landlord to and including the date of such expiration, termination, re-entry or repossession; and, thereafter, Tenant shall, until the end of what would have been the term of this Lease in the absence of such expiration, termination, re-entry or repossession, and whether or not the Premises shall have been relet, be liable to Landlord for, and shall pay to Landlord, as liquidated and agreed current damages: (i) all Base Rent on a current basis and all additional rent and other sums which would be payable under this Lease by Tenant in the absence of such expiration, termination, reentry or repossession, less (ii) the net proceeds, if any, of the reletting affected for the account of Tenant pursuant to Section 15.2.3, after deducting from such proceeds all expenses of Landlord in connection with such reletting (including, but not limited to, all repossession costs, brokerage commissions, attorneys' fees and expenses (including fees and expenses of appellate proceedings), employees' expenses, alteration and construction costs and expenses of preparation for such reletting and other expenses related to Tenant's default). Tenant will pay such current damages on the days on which Rent would be payable under this Lease in the absence of such expiration, termination, re-entry or repossession, and Landlord shall be entitled to recover the same from Tenant on each such day.
- 15.3 <u>Remedies Not Exclusive</u>. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing by law, in equity or by statute.
- 15.4 <u>Landlord's Default</u>. Except as otherwise provided herein as relates to the applicable cure period (with such other specific cure period controlling over this provision), if Landlord shall fail to observe or perform any other provision hereof and such failure shall continue for thirty (30) days after notice from Tenant of such failure; provided, however, if the failure cannot reasonably be cured within thirty (30) days, Landlord shall not be in default if Landlord commences to cure the default within such thirty (30) day period and thereafter diligently and in good faith proceeds to cure the default within a reasonable time thereafter not to exceed ninety (90) days following receipt of notice. It is understood and agreed that no failure or delay by Tenant in exercising any of its rights, powers or privileges provided by law or equity shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise, or the exercise of any right, power or privilege provided in this Lease, with each and every right and remedy being cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing by law, in equity or by statute.

#### ARTICLE 16 MEDIATION

16.1 <u>Mediation</u>. The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Agreement that may arise. If the dispute cannot be resolved by negotiation, the parties may submit the dispute to mediation before resorting to litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives the termination of this Lease. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

#### ARTICLE 17 HOLDING OVER

17.1 <u>Holdover</u>. If Tenant shall hold over the Premises after the expiration of the term hereof, with the consent of Landlord, either express or implied, such holding over shall be construed to be only a tenancy from month to month, subject to all the covenants, conditions and obligations hereof, and Tenant hereby agrees to pay to Landlord one hundred twenty-five percent (125%) of the monthly rental as provided in this Lease; provided, however, that nothing herein contained shall be construed to give Tenant any rights to so hold over and to continue in possession of the Premises after the expiration of the term hereof.

#### ARTICLE 18 OPTION TO PURCHASE FEE TITLE TO PREMISES

- 18.1 Option to Purchase. So long as no Event of Default then exists, Tenant shall have an option to purchase fee title to the Premises during the period between the Effective Date and August 1, 2021. If Tenant fails to exercise its option to purchase the Premises within said time limitation, Tenant's option to purchase the Premises shall become null and void, subject to Landlord's approval, in its sole and absolute discretion, of an extension of the period to exercise the option. Notwithstanding anything to the contrary contained herein, if the Substantial Completion Date is delayed past the Anticipated Substantial Completion Date, then the expiration of the foregoing option periods will be extended on a day-for-day basis. Without limiting the generality of the foregoing and for illustrative purposes only, if the Substantial Completion Date is August 15, 2018, then the first option period will be extended through September 1, 2022.
- 18.2 <u>Terms of Option to Purchase</u>. Tenant and Landlord agree to execute the Option to Purchase attached hereto as **Exhibit D** and incorporated herein.
- 18.3 <u>Survival.</u> All obligations of the Landlord and Tenant included in, **Article 7**, and **Section 19.1** shall survive Tenant's exercise of the option described in **Article 18** and the conveyance of the Premises to Tenant.

#### ARTICLE 19 GENERAL

19.1 <u>Indemnity Provisions</u>. Whenever this Lease provides that one party shall indemnify another person or entity, such indemnity obligation shall be construed to not extend to the gross

negligence, recklessness, willful misconduct, or breach of this Lease by the person or entity so indemnified.

- 19.2 <u>Waiver of Breach</u>. No waiver of the breach of any provision of this Lease by either party shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Lease by the other party, nor shall the acceptance of Rent by Landlord during any period of time in which Tenant is in default in any respect other than payment of such Rent be deemed to be a waiver of such default.
- 19.3 <u>Notices</u>. Notices shall be in writing and shall be given by (a) personal delivery, (b) deposit in the United States mail, certified mail, return receipt requested (which receipt shall be preserved as evidence of delivery), postage prepaid, (c) overnight express delivery service, addressed or transmitted to Landlord and Tenant at the following addresses, or to such other addresses as either party may designate to the other in a writing delivered in accordance with the provisions of this Section, or (d) by email to the email addresses set forth below:

If to Landlord: TCSF16-D MLK & OREM K8, LLC

PO Box 1598 Boise, ID 83701

Attn: Jason Kotter and Ryan Van Alfen Email: <u>jkotter@athlosacademies.org</u>, rvanalfen@athlosacademies.org

With a copy to: J. Gregory Lake, Esq.

Lake & Cobb, P.L.C.

1095 W. Rio Salado Parkway, Suite 206

Tempe, AZ 85281

Email: lake@lakeandcobb.com

If to Tenant: International Leadership of Texas

3301 North Shiloh Road Garland, TX 75044 Attn: Eddie Conger

Email: econger@ILTexas.org

International Leadership of Texas

3301 North Shiloh Road Garland, TX 75044 Attn: Clayton Greenburg

Email: cgreenberg@ILTexas.org

With a copy to: Schulman, Lopez, Hoffer & Adelstein, LLP

517 Soledad St. TX 78205-1508

Attention: Joe Hoffer and Jason Adelstein

Telephone No. 210-538-5385 Facsimile No. 210-538-5384

Email Address: jhoffer@slh-law.com and jadelstein@slh-

law.com

All notices shall be deemed to have been delivered and shall be effective upon the date on which the notice is actually received, if notice is given by personal delivery or by overnight express delivery service, or on the third day after mailing if notice is sent through the United States mail.

- 19.4 <u>Attorneys' Fees</u>. If any action is brought by any party to this Lease in respect of its rights under this Lease, the prevailing party shall be entitled to reasonable attorneys' fees and costs of litigation as determined by the court.
- 19.5 <u>Severability</u>. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- 19.6 <u>Cumulative Remedies</u>. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies hereunder or at law or in equity.
- 19.7 <u>Construction</u>. The titles which are used following the number of each Section are so used only for convenience in locating various provisions of this Lease and shall not be deemed to affect the interpretation or construction of such provisions. The parties acknowledge that each party and its counsel have reviewed and revised this Lease. This Lease shall not be construed for or against Landlord or Tenant. References in this Lease to "**Sections**" and "**Articles**" refer to the Sections and Articles of this Lease unless otherwise noted.
- 19.8 <u>Successors</u>. Subject to the restrictions contained in this Lease and all of provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of Landlord and Tenant.
- 19.9 <u>Memorandum of Lease</u>. The parties agree to execute a Memorandum of Lease in the form attached hereto as **Exhibit F** and incorporated herein. At the expiration of the Term or the cancellation of this Lease, the parties agree to execute the necessary documentation to remove the Memorandum from the land records of the county in which the Premises is located.
- 19.10 <u>Governing Law</u>. The terms, conditions, covenants, and agreements herein contained shall be governed, construed, and controlled according to the laws of the State of Texas.
- 19.11 <u>Broker's Commission</u>. Tenant and Landlord represent and warrant to each other that there are no claims for brokerage commissions or finder's fees in connection with this Lease.
  - 19.12 Time is of the Essence.

19.12.1 <u>Time of Essence</u>. Except as otherwise provided in this Lease, time is of the essence in the performance of all of the covenants and conditions hereof.

#### 19.12.2 <u>Intentionally Deleted.</u>

- 19.13 <u>Relationship of the Parties</u>. The relationship of the parties hereto is that of Landlord and Tenant, and it is expressly understood and agreed that Landlord does not in any way, nor for any purpose, become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant's business, or otherwise, and that the provisions of any agreement between Landlord and Tenant relating to rent are made solely for the purpose of providing a method whereby rental payments are to be measured and ascertained.
- 19.14 <u>Time Periods</u>. In the event the time for the performance of any obligation or the taking of any action hereunder expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.
- 19.15 <u>Quitclaim</u>. At the expiration or earlier termination of this Lease, if Tenant has not exercised its option to purchase the Premises, then Tenant shall execute, acknowledge and deliver to Landlord, within five (5) days after written demand from Landlord to Tenant, any quitclaim deed to remove the cloud of this Lease from the real property subject to this Lease.
- 19.16 Entire Agreement. This Lease sets forth all the promises, inducements, agreements, conditions, and understandings between Landlord and Tenant relative to the Premises, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them other than are set forth herein. No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by each of them. Parole evidence shall never be admissible in any court, tribunal, arbitration or governmental agency to modify, amend or vary the terms of this Lease.
- 19.17 Confidentiality. Landlord and Tenant agree to keep the terms of this Lease and all details and information pertaining thereto confidential and shall not disclose the terms or details of this Lease and information pertaining to this Lease to any person or entity, provided that Landlord and Tenant may disclose the terms of this Lease only: (a) to such Party's accountants, insurers and legal advisors; (b) pursuant to subpoena, court order, or as otherwise required by applicable law; (c) in connection with a proceeding to enforce this Lease; (d) to any governmental agency that needs to review and/or approve this Lease pursuant to any applicable law; or (e) except as otherwise required by the Texas Education Agency or the Texas Pubic Information Act or other law. Unauthorized disclosure of the terms of this Lease and all details and information pertaining thereto, except as provided above, shall constitute a material breach hereof. If any Party discloses the terms of this Lease as permitted above, such Party is obligated to inform the other Parties and the person or entity to which the disclosure is made that this Lease and its terms are confidential and such Party will be liable for any disclosure made by that person or entity that would be a violation of this Lease.

### 19.18 <u>Immunity.</u> **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LANDLORD ACKNOWLEDGES, STIPULATES AND AGREES**

THAT NOTHING IN THIS LEASE SHALL BE CONSTRUED AS A WAIVER OF ANY STATUTORY OR GOVERNMENTAL IMMUNITY AVAILABLE TO TENANT UNDER APPLICABLE LAW.

19.19 Limitations. LANDLORD STIPULATES THAT IT IS AWARE AND UNDERSTANDS THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF TENANT (A PUBLIC ENTITY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF AN AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON TENANT'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 ATTORNEY'S FEES: DISPUTE **RESOLUTION: INDEMNITIES: AND** CONFIDENTIALITY (COLLECTIVELY, THE LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON TENANT EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS. NOTWITHSTANDING THE FOREGOING, TENANT REPRESENTS AND WARRANTS THE FOLLOWING: (I) TENANT HAS FULL POWER AND AUTHORITY TO ENTER INTO THIS LEASE; (II) TENANT HAS OBTAINED ALL NECESSARY APPROVALS AND CONSENTS TO ENTER INTO THIS LEASE; AND (III) THIS LEASE, AND THE DOCUMENTS EXECUTED AND DELIVERED IN CONNECTION HEREWITH ARE ENFORCEABLE IN ACCORDANCE WITH THEIR TERMS QUALIFIED BY THE TERMS AND CONDITIONS OF THIS PARAGRAPH AND SUBJECT TO APPLICABLE LAW.

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IN WITNESS WHEREOF, the parties hereto have executed this Build to Suit Lease and Option on the day and year first written above.

LANDLORD:	
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TCSF16-D MLK & Orem K8, LLC, an Idaho limited liability company

Ву:	TCSF16-D, LLC, an Idaho limited liability company, its sole member
By:	
Its:	

#### TENANT:

INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC., a Texas corporation d/b/a International Leadership of Texas

By:		
Name:		
Title:		

#### **EXHIBITS**

- Legal Description Premises A:
- Encumbrances B:
- Landlord Improvements and Conceptual Floor Plan Option to Purchase Real Property C:
- D:
- Rental Schedule E:
- Memorandum of Lease and Option F:
- Commencement Date Addendum G:
- Assignment of Warranties H:
- Acknowledgement Form I:
- Wiring Instructions J:

#### **EXHIBIT A**

#### **Legal Description – Premises**

#### METES AND BOUNDS DESCRIPTION OF 14.537 ACRES

Being a tract of land containing 14.537 acres, located in the Thomas Tobin Survey, Abstract Number 774, in Harris County, Texas; Said 14.537 acres being out of a called 46.60 acre tract of land recorded in the names of Mohamad Javadi in Harris County Clerk's File Number (H.C.C.F. No.) P816524 and Baham Interests Limited Partnership in H.C.C.F. No. 20150398614; Said 14.537 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, South Central Zone):

BEGINNING, at a one-inch iron pipe found at the easterly southeast corner of said 46.60 acre tract and the northeast corner of a called 180 feet x 200 feet tract of land recorded in the name of Barbara Ann Atkins in H.C.C.F. No. M884987, on the west Right-of-Way (R.O.W.) line of Webercrest Street (sixty feet wide);

THENCE, with the lines common to said 46.60 acre tract and said 180 feet x 200 feet tract, the following two (2) courses:

- 1. South 880 23' 04" West, a distance of 200.00 feet to a one-inch iron pipe found at the northwest corner of said 180 feet x 200 feet tract;
- 2. South 01 0 58' 21" East, a distance of 81.15 feet to a 5/8-inch capped iron rod found at the southerly southeast corner of said 46.60 acre tract, on the north R.O.W. line of East Orem Drive (one hundred feet wide per H.C.C.F. No. P916694);

THENCE, South 88° 22' 45" West, with the south line of said 46.60 acre tract and the north R.O.W. line of said East Orem Drive, a distance of 1051.27 feet to a 5/8-inch capped iron rod set for the southwest corner of the herein described tract:

THENCE, through and across said 46.60 acre tract, the following five (5) courses:

- 1. North 01° 37′ 15″ West, a distance of 76.95 feet to a 5/8-inch capped iron rod set for an angle point;
- 2. North 88° 22' 45" East, a distance of 146.47 feet to a 5/8-inch capped iron rod set for an angle point;
- 3. North 01° 37′ 15″ West, a distance of 374.23 feet to a capped 5/8-inch iron rod set for an angle point;
- 4. South 87° 42' 10" West, a distance of 110.00 feet to a 5/8-inch capped iron rod set for an angle point;
- 5. North 01 ° 37' 15" West, a distance of 110.00 feet to a 5/8-inch capped iron rod set on an interior line of said 46.60 acre tract and the south line of a thirty feet wide Shell Pipeline

Company easement of record in Volume 2399, Page 240, of the Harris County Deed Records, for the northwest corner of the herein described tract;

**THENCE,** North 87° 42' 10" East, with a line common to said 46.60 acre tract and said Shell Pipeline Company easement, a distance of 1,210.87 feet to a 5/8- inch iron rod found on an east line of said 46.60 acre tract and the west R.O.W. line of said Webercrest Street, at the northeast corner of the herein described tract and the southeast corner of said Shell Pipeline Company easement:

**THENCE,** South 02° 01' 46" East, with an east line of said 46.60 acre tract and the west R.O.W. line of said Webercrest Street, a distance of 493.06 feet to the **POINT OF BEGINNING** and containing 14.537 acres of land.

#### METES AND BOUNDS DESCRIPTION OF 0.2512 ACRE EASEMENT AREA

Being a tract of land containing 0.2512 acre (10,943 square feet), located in the Thomas Tobin Survey, Abstract Number 774, in Harris County, Texas; Said 0.2512 acre being out of a called 46.60 acre tract of land recorded in the names of Mohamad Javadi in Harris County Clerk's File Number (H.C.C.F. No.) P816524 and Baham Interests Limited Partnership in H.C.C.F. No. 20150398614; Said 0.2512 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, South Central Zone):

**COMMENCING**, at a one-inch iron pipe found at the easterly southeast corner of said 46.60 acre tract and the northeast corner of a called 180 feet x 200 feet tract of land recorded in the name of Barbara Ann Atkins in H.C.C.F. No. M884987, on the west Right-of-Way (R.O.W.) line of Webercrest Street (sixty feet wide);

**THENCE,** with the lines common to said 46.60 acre tract and said 180 feet x 200 feet tract, the following two (2) courses:

- 1. South 88° 23' 04" West, a distance of 200.00 feet to a one-inch iron pipe found at the northwest corner of said 180 feet x 200 feet tract;
- 2. South 01° 58' 21" East, a distance of 81.15 feet to a 5/8-inch capped iron rod found at the southerly southeast corner of said 46.60 acre tract, on the north R.O.W. line of East Orem Drive (one hundred feet wide per H.C.C.F. No. P916694);

**THENCE**, with the south line of said 46.60 acre tract and the north R.O.W. line of said East Orem Drive, the following two (2) courses:

- 1. South 88° 22' 45" West, at a distance of 904.80 feet pass a 5/8-inch capped iron rod found, continuing in all a distance of 1,051.27 feet to the southerly southeast corner and **POINT OF BEGINNING** of the herein described tract;
- 2. South 88° 22' 45" West, a distance of 41.76 feet to a point for the southwest corner of the herein described tract:

**THENCE**, through and across said 46.60 acre tract, the following five (5) courses:

- 1. North 01° 37′ 15″ West, a distance of 118.01 feet to a point for the northwest corner of the herein described tract;
- 2. North 88° 22' 45" East, a distance of 188.23 feet to a point for the northeast corner of the herein described tract;
- 3. South 01° 37' 15" East, a distance of 41.06 feet to an angle point;
- 4. South 88° 22' 45" West, a distance of 146.47 feet to an angle point;
- 5. South 01° 37′ 15″ East, a distance of 76.95 feet to the **POINT OF BEGINNING** and containing 0.2512 acre (10,943 square feet) of land.

#### EXHIBIT B ENCUMBRANCES

- The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
  - Item 1, Schedule B is hereby deleted.

Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

- Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
- 3. Homestead or community property or survivorship rights, if any of any spouse of any insured.

(Applies to the Owner Policy only.)

- 4. Any title or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - to tidelands, or lands comprising the shores or beds or navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2017 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax years. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2017 and subsequent years.")

- 10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):
  - a. Rights of parties in possession.
  - Intentionally deleted.
  - c. An unlocated pipeline easement and right-of-way granted to Gulf Pipe Line company in instrument recorded in Volume 471, Page 483 of the Deed Records and Volume 930, Page 227 of the Deed Records of Harris County, Texas.
  - Intentionally deleted.
  - e. Unlocated pipeline easement granted to Gulf Pipe Line Company as set forth by instruments recorded in Volume 462, Page 539 of the Deed Records of said county.
  - f. Intentionally deleted.
  - g. A 1/32nd royalty interest in all oil, gas and other minerals as set forth in instrument recorded in Volume 1080, Page 309 of the Deed Records of Harris County, Texas. (Title to said interest not checked subsequent to its date of execution.)
  - h. A 1/2 of all oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted herefrom as set forth in instrument filed for record under Clerk's File No. F407870 of the Official Public Records of Harris county, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
  - All of the oil, gas and other minerals as set forth in instrument(s) filed for record under Harris County Clerk's File No(s) K091017 and K220177. (Title to said interest not checked subsequent to its date of execution.)
  - Concrete Drive over and across the southeasterly corner of the subject property, as shown on survey dated October 25, 2016, prepared by Michael Hall, R.P.L.S. No. 5765.
  - k. Terms, conditions and stipulations as set forth in that certain non-exclusive easement for the purpose of installing, operating, repairing, and replacing a driveway, and a street light, and facilities as set forth in that certain Access Easement Agreement executed by and between MOHAMAD JAVADI and BAHAM INTERESTS LIMITED PARTNERSHIP, a Texas limited partnership ("Grantor") and TCSF16-D MLK & Orem K8, LLC, an Idaho limited liability company, ("Grantee"), recorded on April \_\_\_\_, 2017, under Harris County Clerk's File No. RP-2017-\_\_\_\_\_. (TO BE RECORDED AT CLOSING)

#### EXHIBIT C LANDLORD IMPROVEMENTS

The Landlord Improvements shall consist of elementary and middle school buildings consisting of not less than 94,106 square feet, which shall be constructed substantially in conformity with the attached plans and the Final Plans.

The Landlord Improvements shall include, without limitation, the following:

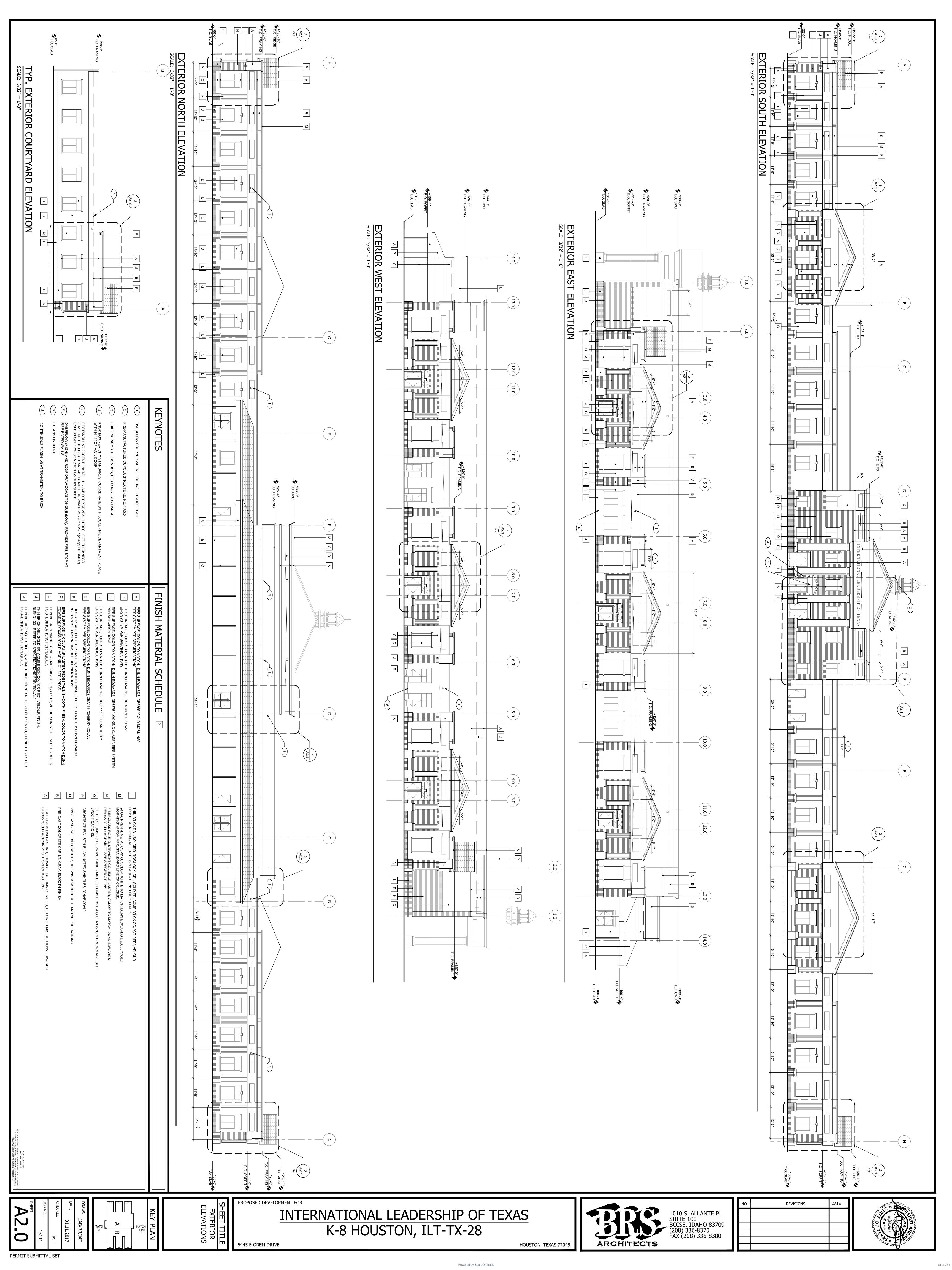
- Classroom cabinets/cubbies
- Full Service Kitchen
- Playground structure
- Exterior monument sign
- Bleachers in Gym
- Scoreboard in Gym
- Janitors closet
- Built in Reception Desk
- Marker and Tack Boards
- Awnings/coverings over basketball court

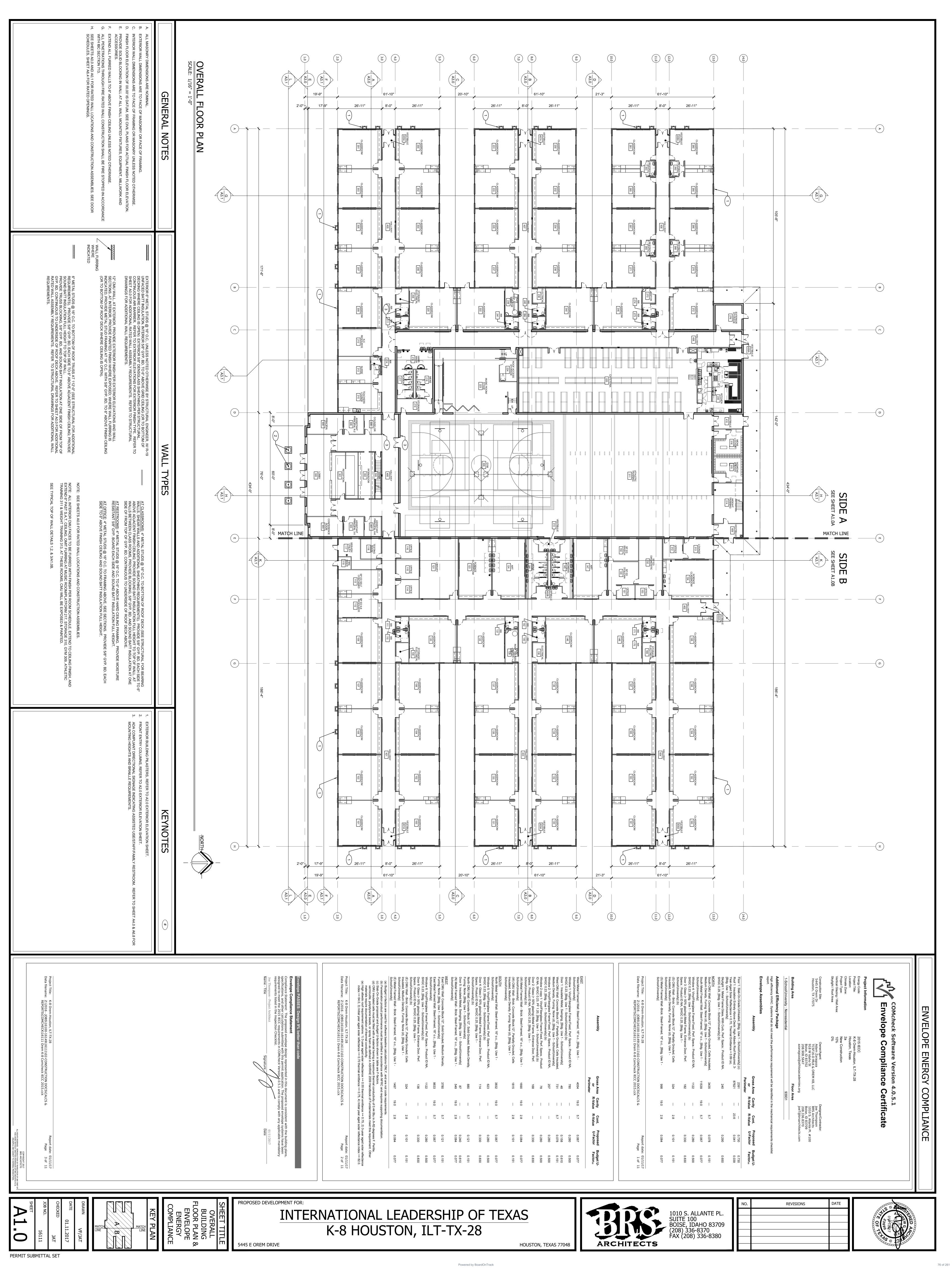
The Landlord shall include a separate allowance not to exceed \$625,000.00 for Tenant's fixtures, furniture and equipment. The Tenant is responsible for the appropriate allocation of these funds to provide for the following items:

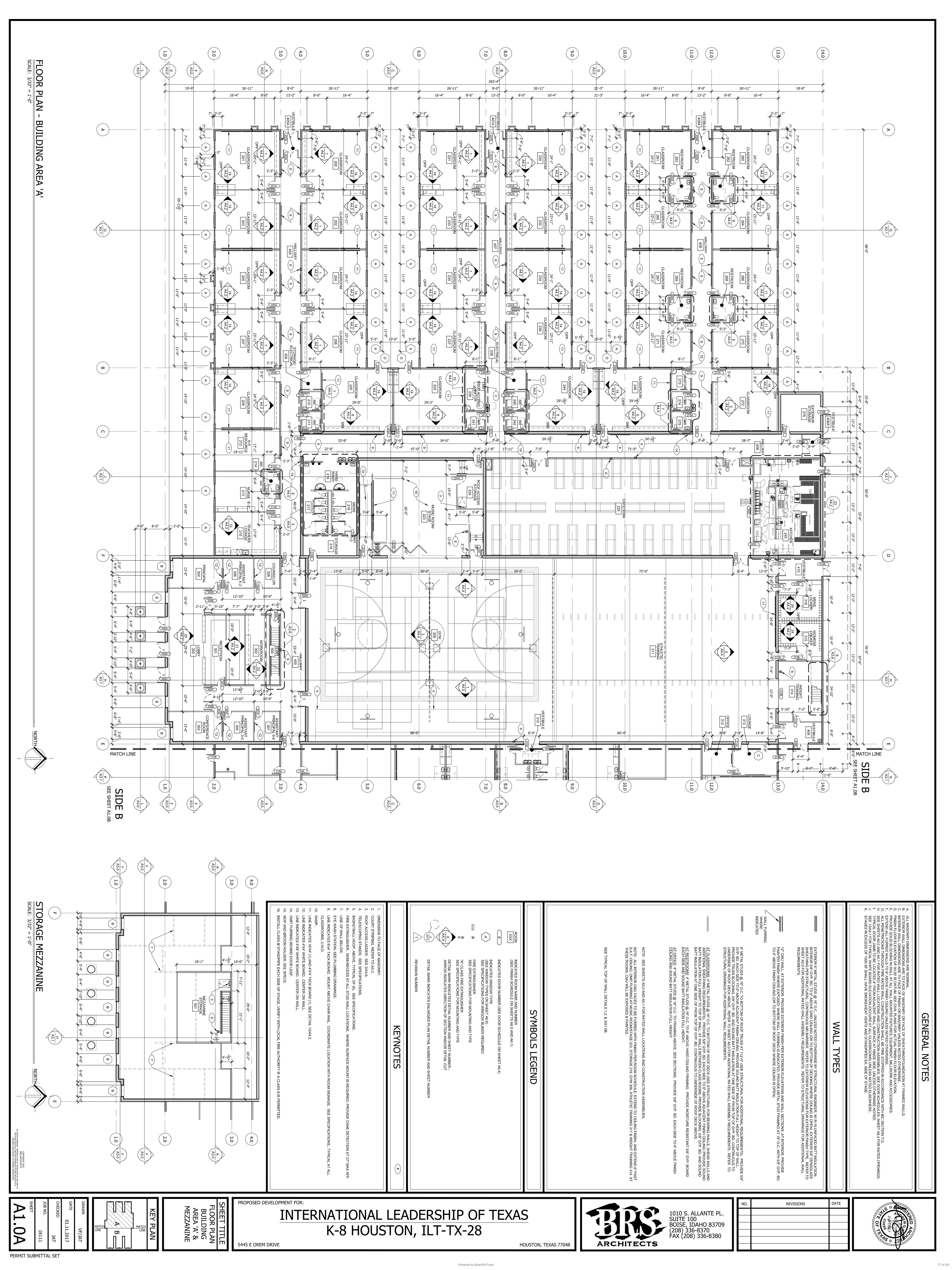
- Room identification
- Building Wall Signage
- Marketing signage
- Classroom furnishings
- Art, Science, & Music furnishings
- Office Furnishings
- All low voltage wiring (excluding Fire Alarm)
- Office Equipment
- Media center furnishings
- Phone/Technology systems
- Security Systems
- Temporary office/marketing trailer

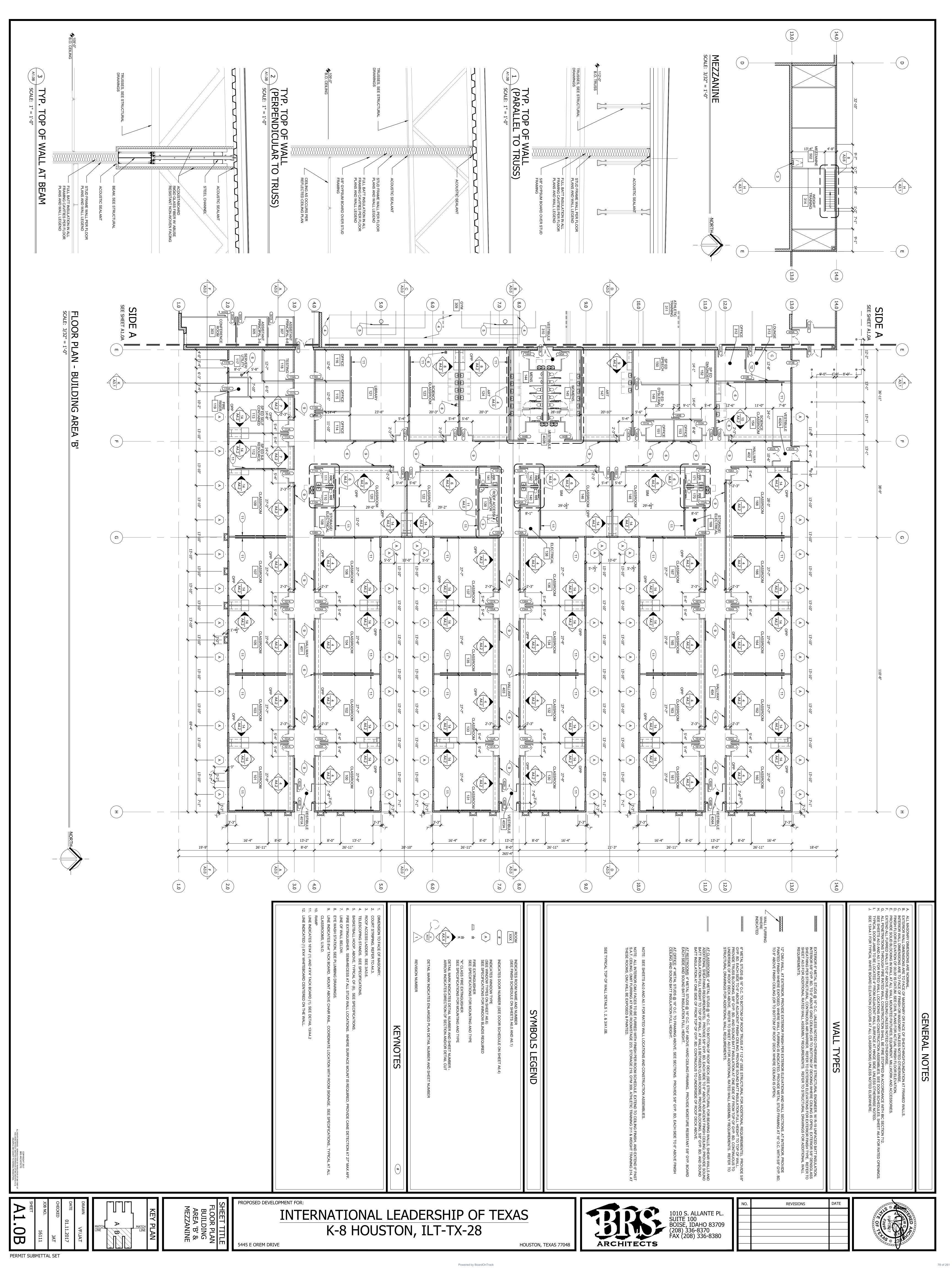
The Tenant acknowledges, however, that equipment, fixtures and other personal property used in the athletic facilities at the Premises are not included with this Lease, but are subject to a separate License Agreement with an affiliate of Landlord.

# Plans and Specifications - Insert









# EXHIBIT D OPTION TO PURCHASE REAL PROPERTY

For valuable consideration which is described herein, TCSF16-D MLK & OREM K8, LLC, an Idaho limited liability company (hereinafter referred to as "Seller"), gives and grants to INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC., d/b/a International Leadership of Texas, a Texas corporation and Texas Charter School (hereinafter referred to as "Purchaser") the exclusive option (the "Option") to purchase the real property and improvements of Seller situated in Harris County, Texas (the "Premises") described on Exhibit A attached hereto, together with all improvements on the Premises.

The Option contained in this Option to Purchase Real Property ("Option Agreement") is given on the following terms and conditions:

#### SECTION ONE PRICE AND TERMS OF PAYMENT

- 1.1 Option Consideration. Upon execution of this Option Agreement, Purchaser and Seller entered into that certain Build to Suit Lease and Option dated of approximate even date herewith (the "Lease"). Seller and Purchaser agree that the Lease has been bargained for and agreed to as consideration for Seller's agreement to grant the Option Agreement independent of any consideration for the purchase of the Premises. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Lease.
- 1.2 Purchase Price. The purchase price for the Premises shall be equal to the capitalized value of the Base Rent to be in effect in the Lease Year in which the Closing occurs, calculated with a discount rate of seven and one-half percent (7.5%) cap rate (the "Option Price"). The following example is provided for clarification purposes only: if the total annual Base Rent payable during that year is \$200,000.00, the Option Price shall be \$2,666,666.67. Notwithstanding the foregoing, if Purchaser exercises the Option between the Effective Date and August 1, 2019, then the Option Price shall be \$26,559,200.00. Otherwise, the Option Price shall be determined as set forth above. No amounts paid or payable under the Lease shall apply to the Option Price, except as set forth in **Exhibit D** to the Lease. Prior to the Commencement Date, Landlord may, in its reasonable discretion, modify the Option Price to reflect material changes in previously anticipated construction costs caused by change orders requested in writing by Tenant, by providing written notice to Tenant.

# SECTION TWO PERIOD OF OPTION, EXTENSION AND EXERCISE

2.1 <u>Term.</u> So long as no Event of Default under the Lease then exists, Tenant shall have an option to purchase fee title to the Premises during the period between the Effective Date and August 1, 2022. If Tenant fails to exercise its option to purchase the Premises within said time limitation, Tenant's option to purchase the Premises shall become null and void, subject to Landlord's approval, in its sole and absolute discretion, of an extension of the period to exercise the option. Notwithstanding anything to the contrary contained herein, if the Substantial Completion Date is delayed past the Anticipated Substantial Completion Date, then the expiration

of the foregoing option periods will be extended on a day-for-day basis. Without limiting the generality of the foregoing and for illustrative purposes only, if the Substantial Completion Date is August 15, 2018, then the option period will be extended through August 15, 2022.

2.2 <u>Exercise</u>. Purchaser may, but shall not be obligated to exercise the Option by delivering to Seller at any time during the Option Period written notice that Purchaser has elected to exercise the Option (the "Option Notice"). For purposes of this **Section 2.2**, the delivery of the Notice shall be in accordance with **Section 7** hereof.

# SECTION THREE TITLE

At the time this Option was executed, Seller submitted to Purchaser for examination by Purchaser's attorneys evidence of good and marketable fee simple title in the Premises by a commitment for title insurance issued by a qualified title insurance company doing business in Texas ("Title Company"), acceptable to Seller and Purchaser. Title shall be conveyed by special warranty deed, subject to exceptions to title set forth in such approved commitment for title insurance and any additional matters caused, or approved, by Purchaser.

#### SECTION FOUR CONDITION OF PROPERTY

Purchaser is a tenant under the Lease and is in possession of the property accordingly, Purchaser hereby affirms that Seller, its agents, employees and/or attorneys have not made, nor has Purchaser relied upon, any representation, warranty, or promise with respect to the Premises, the Lease, or any other subject matter of this Option except as expressly set forth in the Lease or this Agreement, including, without limitation, any warranties or representations, expressed or implied, as to (a) the general plan designation, zoning, value, use, tax status or physical condition of the Premises, or any part thereof, including but not limited to the flood elevations, drainage patterns and soil and subsoils composition and compaction level, and other conditions at the Premises; (b) the existence or non-existence of hazardous materials on or under the Premises; or (c) the accuracy of any survey, soils report or other plan or report with respect to Premises. Without limiting the generality of the foregoing, Purchaser is purchasing the Premises from Seller and assuming Seller's right, title, interest and obligations (except as expressly reserved to Seller), in an "AS IS" "WHERE IS" CONDITION, SUBJECT TO "ALL FAULTS," INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS. PURCHASER HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION AND USE OF THE PREMISES, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; PROVIDED, HOWEVER, NOTHING CONTAINED HEREIN SHALL BE **TERMINATE DEEMED** TO WAIVE, OR **OTHERWISE AFFECT** CONSTRUCTION, MATERIAL AND EQUIPMENT WARRANTIES TO BE ASSIGNED TO PURCHASER PURSUANT TO SECTION 5.4 OF THE LEASE.

# SECTION FIVE ESCROW: CLOSING

An escrow shall be opened with a title company and escrow agent reasonably acceptable to Seller and Purchaser (the "Escrow Agent"), within five (5) days after the exercise of the Option. Within thirty (30) days after escrow opens, all necessary documents shall be delivered to the Escrow Agent and Purchaser shall deliver all payments required under Section One of this Option Agreement, including payment of the Option Price. Seller and Purchaser shall execute such escrow instructions, not inconsistent with the terms of this Option Agreement, as may be requested by the Escrow Agent from time to time. The sales transaction shall close (the "Closing") when the Escrow Agent is able to comply with this Option Agreement.

#### SECTION SIX POSSESSION AND RISK OF LOSS

Purchaser shall continue in possession of the Premises pursuant to the Lease until the Closing, and shall maintain the Premises in its present condition, reasonable wear from ordinary use excepted. Risk of loss from fire or other casualty to the property shall be Purchaser's as provided in the Lease. Purchaser shall maintain insurance against loss, including extended coverage, as required by the Lease.

#### SECTION SEVEN NOTICES

Any notice under this Option Agreement shall be given in writing to the party for whom it is intended in person or by registered mail at the following address, or such future address as may be designated in writing: to the Seller, at the address set forth above; to the Purchaser at the address set forth above; to any successor or assignee of either party, at the address stated in the notice of succession or assignment. For purposes of this **Section 7**, notice shall be deemed delivered upon actual delivery of such notice if by personal delivery or by overnight courier. In the event the notice is delivered via registered mail, the notice shall be deemed delivered three (3) days after the date of mailing.

#### SECTION EIGHT ASSIGNMENT AND SUCCESSION

The rights under this Option Agreement may not be assigned by Purchaser without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion.

# SECTION NINE BROKERS

Each party represents to the other that there has been no broker, real estate agent, finder or similar entity engaged in connection with this Option Agreement or the sale of the Premises from the Seller to the Purchaser if consummated as contemplated hereby.

#### SECTION TEN CLOSING COSTS

- 10.1 <u>Seller's Expenses</u>. The Seller shall pay (a) the fees of any counsel representing it in connection with this transaction, (b) any real estate excise tax, (c) the fees for recording the special warranty deed and any other instrument used to convey the Premises from the Seller to the Purchaser, with the special warranty deed being in the form attached hereto as **Attachment I** and incorporated for all purposes herein, (d) one-half (1/2) of any escrow fee which may be charged by the Title Company in connection with this transaction, and (e) the basic premium for a Standard Owner's Policy of Title Insurance in the amount of the Purchase Price to be issued to the Purchaser by the Title Company at closing.)
- 10.2 <u>Purchaser's Expenses</u>. The Purchaser shall pay (a) the fees of any counsel representing Purchaser in connection with this transaction, (b) the cost of a survey obtained by Purchaser, if any, of the Premises, (d) one-half (1/2) of any escrow fees charged by the Title Company in connection with this transaction; and (e) the cost of an environmental audit obtained by Purchaser, if any is required by Purchaser's lender, of the Premises.
- 10.3 Other Expenses. All other costs and expenses incident to this transaction and the closing thereof shall be paid by the party incurring same.

# SECTION ELEVEN MISCELLANEOUS

- 11.1 <u>Recording</u>. This Option Agreement shall not be recorded.
- 11.2 <u>Additional Terms</u>. To the extent not in conflict with this Option Agreement, the sale of the Premises from Seller to Purchaser shall be conducted in accordance with standard practices of the county in which the Premises is located.
- 11.3 <u>Entire Agreement</u>. This Option Agreement supersedes all prior discussions and agreements, oral and/or written, between Seller and Purchaser with respect to the Premises and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect to this Option Agreement. This Option Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.
- 11.4 <u>Controlling Law</u>. This law shall be governed by the laws of the State of Texas, without regard to choice of principles.

[signatures are on the following page]

Date	ed this	day of	, 2017	
SEL	LER:			
TCS	SF16-D M	ILK & OREM K	B, LLC, an Idaho limited liability company	r
Ву:		<b>5-D, LLC</b> , b limited liability co	ompany, its sole member	
	<u>By:</u>			
PUF	RCHASE	R:		
INT	ERNATIO	ONAL AMERICA	N EDUCATION	
		N, INC., a Texas c ional Leadership c	1	
By:				
Nam	ne:			
Title	e:			

#### ATTACHMENT I

#### SPECIAL WARRANTY DEED

THE STATE OF	ΓEXAS		§ 8	KNOW	ATT	MEN I	$\mathbf{RV}^{-r}$	THESE	DDESE	NTC.
COUNTY OF			§	KINOW	ALL	IVILIN	DI	TILSE	TRESE	A <b>VI</b> 15.
THAT _						(he	ereina	after re	ferred 1	to as
"Grantor"), for	and in consideration	of the	sum	of Ten	Dolla	ırs (\$10.	(00)	and oth	er good	d and
valuable	consideration	to	it		in	han	ıd	pa	id	by
				(	collect	tively, h	iereir	nafter re	eferred	to as
"Grantee"), who	se mailing address is					, the	recei	pt and s	ufficien	cy of
which considera	tion are hereby ackno	wledge	d and	confes	sed, de	oes here	by G	RANT,	<b>BARG</b>	AIN,
SELL and CON	IVEY, unto Grantee,	and its	heirs	, legal	represe	entatives	s, suc	ccessors	and as	signs
forever, all of th	ne real property situat	ed in _			County	y, Texas	, des	cribed o	on <u>Exhi</u>	bit A
attached hereto a	and made a part hereof	for all	purpo	ses (the	e "Lan	d"), toge	ether	with all	and sin	gular
the estate, inter	rests, claims, reversi	ons, re	main	ders, li	censes	, contra	icts,	permits	, appro	ovals,
authorities, con	sents, bonds, rights,	benefit	s, pr	ivileges	s, ease	ements,	tene	ments,	entitlem	ients,
hereditaments, p	privileges and appurter	nances	there	on or in	anyw	ise appe	rtain	ing ther	eto (wh	ether
surface, subsurfa	ace or otherwise), toge	ether w	ith al	l impro	vemen	ts situat	ed th	ereon a	nd any	right,
title and interest	of Grantor in and to ac	diacent	street	s, alley	s and r	ights-of	-way	(all of t	he fores	going
	collectively herein as					C	,	`		, ,

Grantor and Grantee hereby adopt the *After-Acquired Title Doctrine* so that any rights to the Property that may accrue after the execution of this Special Warranty Deed will vest with Grantee, not Grantor.

The warranty of title to the Property provided by Grantor herein is expressly made subject only to those encumbrances set forth on Exhibit B attached hereto and made a part hereof for all purposes, to the extent and only to the extent that the same are valid and subsisting and affect the Land (the "Exceptions"); and the Exceptions will not be construed in any manner to be exceptions to the conveyance of the Property, but solely warranty exceptions. Nothing contained in this Special Warranty Deed will be construed to create, suffer, assume, permit, allow or agree to any title defect unless Grantee (i) expressly creates that title defect by signing a separate title-exception document (e.g. a purchase money financing document) or (ii) signs a separate express written consent or joinder to a previously created title-exception document. Furthermore, this Special Warranty Deed does not make, and shall not be construed in any manner whatsoever to create, an assumption by Grantee of any personal liability for any Exception, with the phrase "subject only to" in this paragraph merely expressing that Grantor has given notice of a potential title defect in Exhibit B, which is merely acknowledged by Grantee. This conveyance does not operate as an acknowledgement of the validity of any such potential defect. Grantee is free to challenge any Exception, but Grantor does not warrant the results of any such challenge nor any other aspect of any of the Exceptions. Grantor disclaims and disavows any reversion of rights regarding the Exceptions.

TO HAVE AND TO HOLD the Property, subject to the Exceptions, together with all and singular the rights and appurtenances thereto in anywise belonging to Grantor, unto Grantee and its heirs, legal representatives, successors and assigns, forever; and Grantor does hereby bind itself and its heirs, legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, except as to the Exceptions, by, through or under Grantor, but not otherwise.

as of the day of 201	nis Special Warranty Deed has been executed by Gr 	
	GRANTOR:	
	Ву:	
	Name:	
	Title:	
THE STATE OF TEXAS	8	
	§ § §	
COUNTY OF	8	
	wledged before me on the day of	C
	on behalf of said	of
	Notary Public	
	rotary rubite	
	(printed name)	
My commission expires:		
,		
<del></del>		

## **EXHIBIT A**

#### **LEGAL DESCRIPTION**

# EXHIBIT B EXCEPTIONS

#### **EXHIBIT E**

#### RENTAL SCHEDULE

1. Lease Year One Base Rent: \$149,995/per month

2. Lease Year Two Base Rent: \$159,745/per month

3. Lease Year Three Base Rent: \$165,336 /per month

4. Lease Year Four Base Rent: \$169,469/per month

5. Lease Year Five Base Rent: \$173,706/per month

6. Lease Year Six Base Rent: \$178,049/per month

7. Upon the Seventh Anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter, Base Rent shall increase by an amount equal to two and one half percent (2.5%) more than the Base Rent payable during the immediately preceding Lease Year.

## **EXHIBIT F**

## MEMORANDUM OF LEASE

When recorded, return to:	
	Space Above for Recorder's Use)
MEMORANDUM OF BUILD TO SUIT LEA	ASE AND OPTION
MEMORANDOM OF BUILD TO SUIT LEF	ASE AND OF HON
THIS MEMORANDUM OF BUILD TO ST ("Memorandum") is made as of	UIT LEASE AND OPTION, 2017 (the "Effective Date") by
TCSF16-D MLK & OREM K8, LLC, an Idaho limited lia INTERNATIONAL AMERICAN EDUCATION FEDERA	ability company, ("Landlord") and
Leadership of Texas, a Texas corporation and Texas Charter	
RECITALS	
A. Landlord and Tenant entered into that certain B, 201 (the "Lease"), pursuant to which the Landleased from Landlord real property, which real property is more attached hereto and incorporated herein by this reference (the "	dlord leased to Tenant and Tenant e particularly described in Exhibit A
B. The Lease includes an option to purchase the Pr	remises.
C. Capitalized terms used but not defined herein sl the Lease.	hall have the meaning set forth in
D. Landlord and Tenant desire to execute this Me notice of the Lease and Tenant's option to purchase.	emorandum to provide constructive
For good and valuable consideration, the receipt an acknowledged, the parties agree as follows:	nd adequacy of which are hereby
1. <u>Term.</u> The Term of the Lease commences the Substantial Completion Date (as defined in the Lease) and expin the Lease) thereafter.	

- 2. <u>Option</u>. Tenant has an option to purchase the Premises by delivery of notice on or prior to expiration or termination of the Lease, as more particularly set forth in the Lease.
- 3. <u>Termination of Memorandum</u>. Upon the expiration or earlier termination of the Lease, Landlord shall have the right to record a termination of this Memorandum to provide record notice that the Lease and Tenant's option to purchase the Premises are of no further force and effect. Tenant acknowledges and agrees that Tenant need not execute such termination so long as the Lease has expired or been terminated; provided that Tenant shall execute any reasonable termination of this Memorandum, promptly following Landlord's request.
- 7. <u>Notice</u>. Landlord and Tenant hereby give actual and constructive notice to all persons of the Lease and Tenant's option to purchase. A copy of the Lease is in the possession of both Landlord and Tenant.
- 8. <u>Purpose</u>. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect.
- 9. <u>Successors and Assigns</u>. This Memorandum shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns, subject, however, to the provisions of the Lease.
  - 10. <u>Governing Law</u>. This Memorandum is governed by the laws of the State of Texas.

[SIGNATURE PAGES FOLLOW]

the day of	, 201
	<u>LANDLORD</u> :
	TCSF16-D MLK & OREM K8, LLC, an Idaho limited liability company
	By:, Manger
STATE OF UTAH	) ) ss.
County of SALT LAKE	)
The foregoing instr	ument was acknowledged before me this day of
the Manager/Member of To	, the of CSF16-D MLK & OREM K8, LLC, an Idaho limited liability company
	Notary Public
My commission expires:	

## TENANT:

INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC., a Texas corporation d/b/a International Leadership of Texas

	By:
STATE OF	)
County of	) ss. )
201, by	as acknowledged before me this day of,, the of INTERNATIONAL AMERICAN C., a Texas corporation d/b/a International Leadership of Texas
	Notary Public
My commission expires:	

# LEASE EXHIBIT A LEGAL DESCRIPTION

# **EXHIBIT G**COMMENCEMENT DATE ADDENDUM

Commencemen	nt Date
	LANDLORD:
	TCSF16-D MLK & OREM K8, LLC, an Idaho limited liability company
	By:, Manager
	<u>TENANT</u> :
	INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC., a Texas corporation d/b/a International Leadership of Texas
	By: Name: Title:

## **EXHIBIT H**

## **Assignment of Warranties Form**

# **ASSIGNMENT OF WARRANTIES AND GUARANTIES**

This Assignment of Warranties and Guaranties (" <u>Assignment</u> ") is made effective as of, 201 (the " <u>Effective Date</u> "), by and between, an Idaho limited liability company,
(" <u>Charter</u> "), and INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC., a Texas corporation d/b/a International Leadership of Texas (the " <u>School</u> ").
Charter hereby assigns, conveys and transfers to the School, and School's successors and assigns, all of Charter's right, title and interest in and to any and all warranties, promises, guarantees, contracts, claims and/or causes of action Charter may have under law, contract, equity or otherwise from or against any, without limitation, architect, engineer, surveyor, construction contractor, design-builder, subcontractor, manufacturer, supplier, equipment provider or other construction consultant or construction service provider pertaining to the design, construction and installation of the Facility and the Premises, to the fullest extent such items are assignable, including, without limitation, any warranties that Charter may have pertaining to the fixtures in the Facility and any construction and design-build warranties and guaranties arising out of that certain [CONSTRUCTION CONTRACT] between[general contractor] and Charter dated
Charter further agrees to execute any and all such additional documents necessary in order to effectuate this transfer and assignment in favor of the School.
Defined terms as used herein shall have the meanings set forth in that certain Build to Suit Lease dated ("Lease"), and entered into between Charter and School, notwithstanding the termination of the Lease.
This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment shall be governed by, and construed under, the laws of the State of Texas, regardless of any conflict of law principles. The obligations of the parties are performable and venue for any legal action arising out of this Assignment shall solely lie in County, Texas.
(Signatures on the Following Page)

Powered by BoardOnTrack

Idaho limited liability company	, an
By:	
Its:	
SCHOOL:	
INTERNATIONAL AMERICAN EDUC	
FEDERATION, INC., a Texas corporati	on d/b/a

#### **EXHIBIT I**

#### ACKNOWLEDGMENT OF THIRD PARTY BENEFICIARY

This Acknowledgment of Third Party	Beneficiary is executed as of,
201_ by	("Design Builder" or "General Contractor"), a
contractor retained by	, an Idaho
limited liability company ("Developer") to	perform certain work and services for Developer on
certain real estate located at	,County, Texas (the
"Project"). In consideration of the contra-	ct between Developer and General Contractor (the
"General Contract"), and for other good an	nd valuable consideration, the receipt and sufficiency
of which is hereby acknowledged and confes	ssed, General Contractor agrees as follows:

- 1. General Contractor acknowledges and agrees that General Contractor is responsible to complete the construction work required by the General Contract in accordance with the terms and conditions thereof, in accordance with the plans and specifications for the Project, and in compliance with all applicable codes, ordinances and laws.
- General Contractor acknowledges that the Project is being performed for the benefit of INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC., a Texas corporation d/b/a International Leadership of Texas ("Tenant"). In addition, General Contractor hereby stipulates, acknowledges and agrees that Tenant is an expressly intended third-party beneficiary of the General Contract. General Contractor agrees that Tenant's status as intended third-party beneficiary does not constitute or create a contractual relationship between Tenant and General Contractor and does not allow General Contractor to enforce the General Contract directly against Tenant. However, General Contractor agrees that as an intended third-party beneficiary, Tenant shall have the right to enforce the terms and conditions of the General Contract directly against General Contractor, without accepting any assignment of the General Contract, and that in such event Tenant shall be entitled to full and direct performance from General Contractor of the General Contract and all warranties, guarantees and obligations provided therein or as otherwise held by Developer under the law. Specifically, in this regard, General Contractor stipulates, acknowledges and agrees that it shall be directly and fully responsible to Tenant for the work and services provided by General Contractor on the Project and for all non-conformities, defects or deficiencies in such work and services provided by General Contractor for the Project. In addition, General Contractor hereby agrees that all indemnities, bonding and insurance coverages procured by General Contractor under the General Contract shall include and run to the benefit of Tenant, its agents, employees, officers and servants, and its successors and assigns.
- 3. Design Builder is advised that Tenant may elect to purchase the property and improvements on which the Project is a part from Developer. One of the prerequisite conditions for Tenant to purchase the foregoing is that Developer must assign to Tenant any and all construction, design-build, architect and other warranties and guaranties (collectively, "Warranties") arising out of the design, construction and installation of the Project. In connection with such assignment, Design Builder hereby (i) consents to the Assignment of Warranties and Guaranties executed between Developer and Tenant and (ii) agrees to be bound thereby. Design

Builder acknowledges, agrees and stipulates that Tenant shall have full rights of enforcement and protection under the Warranties.

DESIGN BUILDER:					
				,	
a					
_					
Ву:					
By: Name:					
Title:					

## **EXHIBIT J**

## WIRING INSTRUCTIONS

(To be provided)

Receiving Bank Information:				
ABA Number (Routing #):				
ACCOUNT:				
Account number:				
PLUS:				
Account name:				

# **Cover Sheet**

# Discuss/Act on the Student/Parent Handbook and Code of Conduct 2017-2018

**Section:** V. Board Action Items

Item: D. Discuss/Act on the Student/Parent Handbook and Code of

Conduct 2017-2018

**Purpose:** Vote

**Submitted by:** 

Related Material: 2017-2018 Student Handbook Code of Conduct FINAL.pdf

Change MemoFinal.pdf

# INTERNATIONAL LEADERSHIP OF TEXAS (ILTEXAS)

# STUDENT/PARENT HANDBOOK AND CODE OF CONDUCT

2017-2018



ILTexas Board Approved June 21, 2017

The Board of Directors of International American Federation, Inc. authorizes the Superintendent or its designee to make administrative amendments to this Handbook, as deemed necessary, without further Board approval.

~1~

2017-2018 STUDENT/PARENT HANDBOOK AND CODE OF CONDUCT

BOARD APPROVED: JUNE 21, 2017

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# PARENT AND STUDENT HANDBOOK/CODE OF CONDUCT

# **ACKNOWLEDGEMENT FORM**

My signature below acknowledges that International Leadership of Texas has made its Parent and Student Handbook available to me; that I have been given notice of the rules, responsibilities, and consequences outlined in the Student Code of Conduct; that I have been informed that when I or my child is enrolled in ILTexas, all information herein is applicable to me, my child, and all school staff; and that I have expressed intent to review this Handbook and the Student Code of Conduct contained within and to abide thereby. If I have any questions regarding this Handbook or the Code of Conduct, I may direct those questions to the Campus Principal of my child's school.

applicable to me, my child, and all school staff; and that I have expressed Student Code of Conduct contained within and to abide thereby. If I have at the Code of Conduct, I may direct those questions to the Campus Principal	ny questions regarding this Handboo
Please sign and date this page, remove it from the handbook and return it to	your child's homeroom teacher.
Failure to sign this form does not release a student's or parent's responsibili	ity to abide by the stated policies.
Printed Name of Student:	Grade:
Signature of Student:	
Signature of Parent:	
Date:	-

~6~

## INTERNATIONAL LEADERSHIP OF TEXAS EDUCATION MISSION

The mission of the International Leadership of Texas 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 body, mind and character.

## WHY ILTEXAS?

#### CHINESE AND SPANISH

Texas is a strong economic force in the world. Our top three countries that we export to are Mexico, Canada, and China. China has become the second largest economy in the world. In order for Texas and the United States to remain on top, we intend to provide a unique educational opportunity that ensures our students speak English, Spanish and Chinese.

#### CHARACTER AND LEADERSHIP DEVELOPMENT

We intend to return leadership and citizenship into the culture and educational experience for every student who attends ILTexas. Every student will be given leadership roles to teach a concept of others before self. Students will exemplify traits such as timeliness, responsibility, and respect with expectations to be on time, to be responsible, and to be respectful. We believe these traits will empower them to overcome the challenges they will face in their lives and create a better and more productive society in which to live and work.

#### BUILDING INTERNATIONAL RELATIONSHIPS

ILTexas will develop close relationships with schools in China and the international community in order to facilitate the exchange of teachers and students and to promote global understanding. ILTexas will host Chinese students at the high school level to ensure our students not only learn the language but also the Chinese culture and most importantly build long-term professional relationships. It is our goal to team every three American students with one Chinese student to facilitate relationship building and expedited learning. By the time our students are seniors we also intend to provide travel opportunities for our students to visit and study in China. This intentional innovative approach is an incredible learning opportunity and is the greatest difference that ILTexas provides over other public, charter or private school educational opportunities.

# **ILTEXAS STUDENT PLEDGE**

I pledge to be a servant leader and put others before myself.

I will serve others, respect others and encourage others.

When I graduate from ILTexas, I will be a healthy person with a strong mind and character who speaks at least three languages.

I will change the world.

# JURAMENTO DE ILTEXAS

Prometo ser un líder servicial pensando en otros antes que en mí mismo.

Serviré, respetaré y motivaré a los demás.

Cuando me gradúe de ILTexas, seré una persona de mente y carácter saludables, hablando por lo menos tres idiomas.

Cambiaré el mundo.

# ILTEXAS SHÌ YÁN

誓言

wǒ xuān shì chéng wéi yí gè gong pú lǐng xiù, xiān rén hòu jǐ

我 宣誓 成为 一个公仆领袖, 先人后己。

wǒ jiāng fú wù tā rén, zūn zhòng tā rén, gǔ wǔ tā rén

我 将 服务他人, 尊 重 他人, 鼓舞他人。

dāng wǒ cóng ILTexas bì yè, wǒ jiāng chéng wéi yí gè tǐ gé qiáng zhuàng,

当 我 MILTexas 毕业, 我将 成 为 一个体格强壮,

yì zhì jiān qiáng, huì shuō sān zhŏng yǔ yán de yōu xiù rén cái

意志坚强, 会说 三种 语言的优秀人才。

wǒ jiāng gǎi biàn shì jiè

我将改变世界。

# ACADEMIC PROGRAM

#### ILTEXAS INSTRUCTIONAL CURRICULUM SUMMARY

The curriculum at ILTexas, as steered by our mission, prepares students for exceptional leadership roles in the international community by emphasizing servant leadership, mastering the English, Spanish and Mandarin Chinese languages, and strengthening the body, mind and character. Further, ILTexas has a college preparatory program whereby we not only provide our students with the instruction needed to be successful in college, but with the expectation that they will attend and be successful in college and beyond.

As part of our curriculum, we teach the TEKS (Texas Essential Knowledge and Skills) and ELPS (English Language Proficiency Standards) as curriculum standards. Moreover, we've adopted the both vertically and horizontally aligned TEKS RS scope and sequence and supplemental resources. All state assessments are administered as required by the State of Texas.

At the elementary level, we are working towards a 45-45-10 model whereby our students will receive 10% of their instruction in Mandarin Chinese and, as via our 50/50 Dual Language Immersion (DLI) model, will receive 45% of their instruction in English and the other 45% in Spanish. At the secondary levels, our students receive both Mandarin Chinese and Spanish as part of their academic schedule. ILTexas has seven core classes: (1) Math, (2) Science, (3) Reading Language Arts/English, (4) Social Studies, (5) Mandarin Chinese, (6) Spanish, and (7) Physical Fitness. Our academic model is further enriched by our Physical Fitness program, whereby each student receives conditioning training by an Performance Coach. Through Physical Fitness Training, students also develop important character traits such as servant leadership and putting "others before self," the ILTexas motto.

#### Program Overview:

There are different components to ILTexas' uniform and unified educational program. For the curriculum, ILTexas teaches the Texas Essential Knowledge and Skills (TEKS) for each grade level and each subject area. They are listed below by Chapter. A complete list is available by chapter and by grade level at: <a href="http://www.tea.state.tx.us/index2.aspx?id=6148">http://www.tea.state.tx.us/index2.aspx?id=6148</a>. Further, ILTexas uses a wide variety of state approved instructional materials to address these TEKS. Notably, ILTexas has seven core classes, which significantly differs from the traditional four core: (1) Math, (2) Science, (3) Reading Language Arts/English, (4) Social Studies, (5) Mandarin Chinese, (6) Spanish, and (7) Physical Fitness. For each semester students are enrolled at ILTexas they will need to take, in addition to electives, these seven core classes.

#### TEKS by Chapter:

Chapter 110. English Language Arts and Reading

Chapter 111. Mathematics

Chapter 112. Science

Chapter 113. Social Studies

Chapter 114. Languages Other Than English

Chapter 115. Health Education

Chapter 116. Physical Education

Chapter 117. Fine Arts

Chapter 118. Economics with Emphasis on the Free Enterprise System and Its Benefits

Chapter 126. Technology Applications

Chapter 127. Career Development

Chapter 128. Spanish Language Arts and English as a Second Language

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#### Chapter 130. Career and Technical Education

Additionally, we incorporate the English Language Proficiency Standards (ELPS) to address the linguistic instructional needs of our English Language Learners (ELLs). The ELPS can be found in their entirety at <a href="http://ritter.tea.state.tx.us/rules/tac/chapter074/ch074a.html#74.4">http://ritter.tea.state.tx.us/rules/tac/chapter074/ch074a.html#74.4</a>. Further, the ELPS will also be used to inform Spanish and Chinese language learning, thus the locally developed Spanish Language Proficiency Standards (SLPS) and Chinese Language Proficiency Standards (CLPS), all following the same research base and guided by the same fundamentals of language acquisition. Further, the instructional implications that surface from the ELPS also apply to SLPS and CLPS in all four language domains: listening, speaking, reading, and writing.

The scope and sequence used to teach the TEKS is a critical component of our curriculum model. Our scope and sequence is guided by TEKS RS. TEKS RS aligns the relationship between the TEKS, Student Expectations (SEs), and the State of Texas Assessments of Academic Readiness (STAAR) and End-of-Course (EOC) tests in Reading, Mathematics, Science, and Social Studies. TEKS RS scope and sequence is also aligned with Grades K-12 other college entrance exams, such as the SAT/ACT. TEKS RS addresses the components that are critical for effectively teaching and assessing the TEKS/SEs to the depth and complexity of the STAAR/EOC with both a horizontal and vertically aligned scope and sequence. Moreover, ILTexas works in close collaboration with the TEKS Resource System to provide teachers with a vertically aligned scope and sequence, Instructional Focus Documents, and end of unit assessments, crafted by state curriculum and assessment experts and consultants.

Further, the model of delivery to teach the TEKS is a college preparatory, data-driven, tri-lingual model working alongside the Physical Fitness model to reinforce athletic conditioning and our character education program. Each of these systems work in conjunction to strengthen the body, mind, and character.

#### Trilingual Education K-12:

Students attending ILTexas receive academic instruction in English, Spanish, and Mandarin Chinese. Students in Kindergarten through 5th grade will participate in a two-way, 50/50dual language program (Spanish/English) as well as participate in Chinese language development classes through their specials classes (FLES). Students in 6th-8th will receive daily language development instruction in Spanish and Chinese as part of their academic instructional schedule (LOTE). In grades 9<sup>th</sup>-12<sup>th</sup>, students will participate in proficiency based Spanish and Chinese language courses for every semester that they are enrolled.

K-5 (fully implemented over the course of five years)

Two-Way Dual Language Immersion (DLI) - Spanish/English

Foreign Language in the Elementary School (FLES) - Mandarin Chinese

6-12

Languages Other Than English (LOTE)

As elementary students move up through the dual language program, we will explore the options of incorporating DLI at the secondary level (i.e., Art class in Chinese, Theatre in Spanish, etc.).

#### Dual Language Immersion (DLI), English/Spanish

Both our native English speaking students and ELLs reap the benefits of DLI: English speaking students received an enriched education in the process of becoming tri-lingual, tri-literate, and multi-cultural and while ELLs have the opportunity to form a strong academic foundation in their native tongue while learning English, Mandarin Chinese, and receiving an equally enriched education. Both native English speakers and ELLs are better prepared to compete

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in an increasingly growing global market and population. Formal definitions of dual language models call for fifty percent or more of the classroom instruction to be provided in the non-majority language (Freeman et al., 2005; Howard et al., 2003; Lindholm-Leary, 2001; Perez, 2004; Torres-Guzman, 2002). ILTexas' model is 50/50 model, where the goal will be for students to receive ½ of their content area instruction in English and the other ½ in Spanish while incorporating the Mandarin Chinese through the FLES model and infused within the 50/50 model as much as possible (i.e., trilingual word walls and trilingual print-rich environment).

Additionally, advocates of ELLs favor DLI programs because they acknowledge and incorporate the students' and their families' native language (when Spanish- the most prevalent home language second to English) as an important resource. Through DLI, all students have an opportunity to use their first language to not only develop their second language, but to also gain academic content knowledge and be better prepared to master a third language (Mandarin Chinese). Moreover, DLI recognizes the student's culture while enhancing their opportunity to master the TEKS and to learn English (Blanton, 2004; Valenzuela, 1999). Since through DLI programs ELL student's native languages and cultures are seen as a resource, DLI combats *deficit* thinking and promotes global understanding. This is done through the cross-cultural exchange and understanding that is lacking from most other programs that service students.

Furthermore, in comparison to other programs, DLI has been shown to consistently increase academic performance in both language minority (ELL students) and language majority students (Lindholm-Leary, 2001; Thomas & Collier, 1997). Additionally, DLI has been deemed the best model of bilingual education to meet the needs of our ELL students (Lindholm-Leary, 2014) because content-area knowledge and language proficiency are developed with high rates of success for all students.

Collier and Thomas (2004) have conducted a series of longitudinal studies which provide additional support for DLI programs (Collier and Thomas 2004; Collier 1995; Thomas and Collier 1997, 2002, 2014). In these studies of now *millions* of students nation-wide, Collier and Thomas compare the academic achievement of ELLs in different kinds of programs. The programs studied include the various types of TBE programs, ESL programs and DLI programs. Collier and Thomas have found time and time again that ELLs in programs such as DLI where academic content is taught in the student's first language at least through 6<sup>th</sup> grade (as Texas law mandates, §89.1201) achieve at higher levels academically than students in other types of programs. In addition, both native English speakers and ELLs in DLI programs score above the national norms on tests of reading given in English. Ultimately, in DLI programs, the gap is not only closed, but students in DLI programs often outperform their peers by one to sometimes two grade levels (Thomas and Collier, 2002). Thomas and Collier (2002) also reported that the fewest student dropouts came from DLI programs. *Figure 1* represents the results of Thomas and Collier's (2002) study.

### English Learners' Long-Term K-12 Achievement in Normal Curve Equivalents (NCEs) on Standardized Tests in English Reading Compared across Seven Program Models

(Results aggregated from longitudinal studies of well-implemented, mature programs in five school districts and in California (1998-2000))

Program 1: Two-way Dual Language Education (DLE), including Content ESL

Program 2: One-way DLE, including ESL taught through academic content

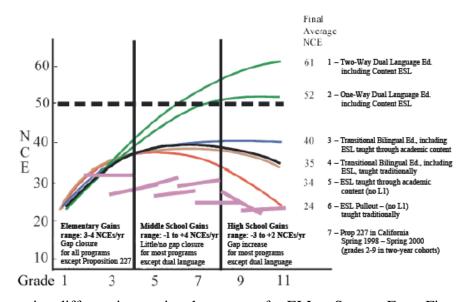
Program 3: Transitional BE, including ESL taught through academic content

Program 4: Transitional BE, including ESL, both taught traditionally

Program 5: ESL taught through academic content using current approaches with no L1 use

Program 6: ESL pullout - taught by pullout from mainstream classroom with no L1 use

Program 7: Proposition 227 in California (successive 2-year quasi-longitudinal cohorts)



*Figure1*. National data comparing different instructional programs for ELLs. Source: From Figure 5.2 in Thomas & Collier's (2009, p. 55) book titled *Educating English Learners for a Transformed World*.

In addition to sound academic performance, the literature on DLI schools has revealed other benefits as well. For example, students that have been educated in DLI programs display positive attitudes about other languages and cultures and continue to use their target languages in daily life (Genesse et al., 2004). Thus, students will more easily embrace the Mandarin Chinese language and culture and will contribute preparing our students for an increasingly global economy and trajectory.

Also, high percentages of students from DLI programs finish high school and attend or express a desire to attend college (Lindholm-Leary & Bosato, 2001; Lindholm-Leary, 2003, 2014). DLI programs are also associated with increased parental involvement. Parental involvement increases since DLI often creates unique types of parental involvement where DLI campuses make efforts to bring families from different linguistic and ethnic backgrounds together (Zehrbach, 2006). Having a school culture focused on bilingual and bicultural literacy may create conditions conducive to the positive, two-way home-school communication envision in parent involvement models (Delgado-Gaitan, 2001).

Furthermore, research has found that there are neurocognitive advantages associated with DLI programs. Bialystok (2001, 2008) found individuals who were bilingual were able to better complete tasks or solve problems. Neurocognitive advantages included abilities associated with attention, inhibition, monitoring, and switching focus

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on attention. Consequently, students enrolled in multi-lingual programs qualify and are identified as Gifted and Talented in greater percentages than those in general education. These advantages as well as the aforementioned benefits to DLI are part of the reason why this is a key component of the ILTexas educational model.

Additionally, our educational model K-12 is organized into seven components and taken from the research based guidance found in The Guiding Principles for Dual Language Education for Dual Language Education, Second Edition. (2007). <a href="www.CAL.org">www.CAL.org</a>. The seven strands include: Assessment and Accountability, Curriculum, Instruction, Staff Quality and Professional Development, Program Structure, Family and Community, and Support and Resources. Each strand or element is then composed of the different guiding principles that serve to guide our school wide educational model and address all non-negotiable aspects of the ILTexas model, from the use of sheltered instruction (SIOP) to the importance of staff quality and professional development aligned with ILTexas and mission. The Guiding Principles for Dual Language can be found in their entirety (124 page document) at <a href="http://www.cal.org/twi/guiding\_principles.pdf">http://www.cal.org/twi/guiding\_principles.pdf</a>.

#### College Preparatory Program

ILTexas prepares student for exceptional leadership roles in the international community, as stated in our mission, ILTexas partners with the College Board (for Pre-AP and AP curriculum supplements and instructional strategies, Professional Development, etc.) to assist us address the TEKS with relevant college prep rigor and an emphasis on the Texas College and Career Readiness Standards.

**Kuder Career Planning System:** ILTexas has a partnership with Kuder Career Planning System to assist student career awareness and to prepare them for college and beyond through Navigator (6-12) system. Student and parent resources can be accessed via www.kuder.com. In addition to Kuder, ILTexas works in collaboration with other local, state, and national partners and resources to help us align our program with our K-20 initiatives.

**Dual Credit:** Dual Credit is a nationally recognized program that allows students to complete many "core curriculum" college classes and/or earning an Associate's Degree while still in high school. ILTexas partners with Dallas County Community College District (DCCCD), Houston County College District (HCCD), Tarrant County College District (TCCD) and University of Texas at Arlington (UTA) to offer dual credit classes to students in the 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> grade.

A student is eligible to enroll in dual credit in the 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> grades if he/she;

- ➤ Has a good academic standing at ILTexas
- > Has completed English II
- ➤ Demonstrates college readiness by achieving the minimum passing standards under the Texas Success Initiative as set forth in 19 Texas Administrative Code § 4.85, on relevant section(s) of an assessment instrument approved by the State Board of Education; or
- ➤ Demonstrates that he or she is exempt under the provisions of the Texas Success Initiative as set forth in 19 Texas Administrative Code § 19.54.

As these requirements may change from time to time, students and parents are encouraged to contact the ILTexas Dual Credit Specialist for current requirements.

Dual credit classes are offered at ILTexas campus to juniors and seniors should take classes at partnering institutions campuses and/or online (with Counselor's permission). ILTexas high schools offer shuttles to/from partnering institutions during specific times (check transportation guidelines).

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In order for the student to earn dual credit and the additional GPA weight of 1.15, students must:

- Take an approved class via the ILTexas Dual Credit crosswalk; and
- Earn a grade of "C" (70) or higher in their dual credit class

Failing a dual credit class may cause the student to be ineligible for the dual credit program and/or the student may be asked to refrain from taking a dual credit class for one semester based on the recommendation of the campus Counselor.

Texas law requires Texas State Community Colleges and Universities to accept core curriculum classes completed with another Texas State Community College. <u>Grades for dual credit classes are transcribed on both ILTexas and college transcripts</u>. After graduation, college transcript must be sent to the student's college or university of choice for a transcript evaluation. The intended college will then award credit per their policies.

Students and parents responsible for any tuitions/fees that are associated with dual credit courses,	, including
textbooks.	

#### Language Assessment and Immersion

ILTexas will monitor our students' progress towards mastery of the TEKS and towards mastery of English (for ELLs), Spanish and Chinese. At the conclusion of unit of study, students will be given a Common Summative Assessment (CSA) or Unit Assessment, which will assess their mastery of the TEKS covered under the TEKS RS scope and sequence as further guided and developed by TEKS RS. At the end of each grading period, we hold a district wide Data Day where we not only analyze our data, but most importantly, make data-driven decisions to help us remediate where needed, re-calibrate our backward mapping, and plan for enrichment. Additionally, we Will monitor their development of the Chinese and Spanish languages as shown in the table below:

K-5		6-12		
Two-way DLI	Students will	Spanish	Students will	
(Dual	receive an	LOTE	receive an	
Language	academic letter	(Languages	academic letter	
Immersion	grade in content	other Than	grade for content	
Spanish/	areas (Reading/	English)	specific material	
English)	Language Arts,	(Spanish grade)		
	Science, Math,			
	Social Studies)			
	Students will		Students will	
	receive a		receive a	
	language		language	
	proficiency rating		proficiency rating	
K-5		6-12		
Chinese FLES	Students will	Chinese	Students will	
(Foreign	receive an	LOTE	receive an	
Language in	academic letter	(Languages	academic letter	
the	grade for content	other Than	grade for content	
Elementary	specific material	English)	specific material	
School) using	(Chinese grade)		(Chinese grade)	
immersion	Students will		Students will	
methods	receive a		receive a	
	language		language	
	proficiency rating		proficiency rating	

Every 6 weeks' grading period, student's language levels are assessed to track the development of both the Chinese and Spanish languages (and English using TELPAS/ELPS if ELL). American Council on the Teaching of Foreign Languages (ACTFL) Language levels (12) are as follows: Distinguished, Superior, Advanced High, Advanced Mid, Advanced Low, Intermediate High, Intermediate Mid, Intermediate Low, and Novice High, Novice Mid, Novice Low, and 0.

The ACTFL standards are global characterizations of integrated performance in each of four language skills: Listening, Speaking, Writing, and Reading. They can be found in their entirety at: <a href="http://www.actfl.org/sites/default/files/pdfs/public/ACTFLProficiencyGuidelines2012\_FINAL.pdf">http://www.actfl.org/sites/default/files/pdfs/public/ACTFLProficiencyGuidelines2012\_FINAL.pdf</a>

# International Leadership of Texas DLI, FLES, & LOTE

**Program Model Descriptors, Vertical Alignment and Trajectory.** 

Parent Guide







MISSION: The mission of the International Leadership of Texas 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.

#### Elementary Language Programing for Grades K-5

## **Spanish**

# (Dual Language Immersion Program)

#### **Grades & Courses**

K-5<sup>t</sup> h

# Two-way 50/50 Dual Language Immersion Program

G	Garland & Arlington	Kelle r	Grand Prairie, North Richlan d Hills, Katy, West Park,	Lancaster, East Fort Worth, Saginaw Windmills Lakes
K	50/50	50/5 0	50/50	50/50
1	50/50	50/5 0	50/50	50/50
2	50/50	50/5 0	50/50	М
3	50/50	50/5 0	M	М
4	50/50	50/5 0	M	М
5	50/50	M	М	M

Note: (M) refers to a MODIFIED programming for beginning in 2<sup>nd</sup> grade, ILTexas will have a cohort of students per grade level enrolled in a modified DLI program due to enrolling during the second semester of first grade or later.

#### **Chinese**

## (Foreign Language in Elementary School)

#### **Grades & Courses**

K-5<sup>th</sup>

#### K-5<sup>th</sup> Chinese FLES

#### **Arlington & Garland:**

Kinder- Year 1 Students

1<sup>st</sup> Grade- Year 2 Students

2<sup>nd</sup> Grade- Year 3 Students

3<sup>rd</sup> Grade- Year 4 Students

4th-5th Grade- Year 5 Students

#### Keller:

Kinder- Year 1 Students

1<sup>st</sup> Grade-Year 2 Students

2<sup>nd</sup> Grade- Year 3 Students

3rd-5th Grade- Year 4 Students

# North Richland Hills/Grand Prairie/Katy/Westpark:

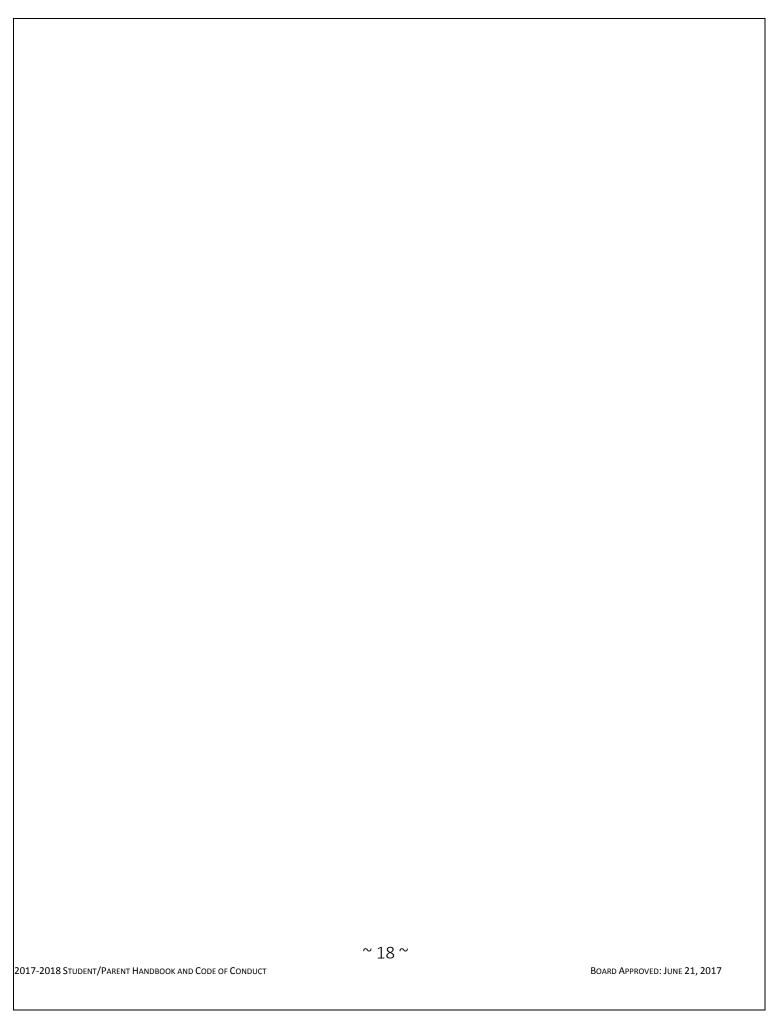
Kinder - Year 1 Students

1st-5th Grade: Year 2 Students

# East Fort Worth/Lancaster/Saginaw/Windmill Lakes:

Kinder-5<sup>th</sup> Grade: Year 1 Students

\*All campuses: 1st-5th Grade Advanced Chinese Groups (facilitated by TA). Advanced = students working at least 2 proficiency levels above grade level peers.



# ADMISSION TO INTERNATIONAL LEADERSHIP OF TEXAS

#### NOTICE OF NON-DISCRIMINATION

ILTexas does not discriminate on the basis of race, religion, color, national origin, sex, age, or disability in providing educational services, activities, and programs, including vocational and career and technical education programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendment of 1972; Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and any other legally-protected classification or status protected by applicable law.

Any questions or concerns about the school's compliance with these federal programs should be brought to the attention of the following persons designated to coordinate compliance with these requirements:

Title IX Coordinator, for concerns regarding discrimination on the basis of sex/gender:

A.J. Knight 1820 N. Glenville Dr., Suite 100 Richardson, TX 75081 <u>ckokosz@ILTexas.org</u>

Title VII/ADEA Coordinator, for concerns regarding discrimination on the basis of race, color, national origin, religion, or age:

Finn Simmensen Legal Services Coordinator 1820 N. Glenville Dr., Suite 100 Richardson, TX 75081 fsimmensen@ILTexas.org ADA/Section 504 Coordinator, for concerns regarding discrimination on the basis of disability:

Angela Marcellus Director of Student Services 1820 N. Glenville Dr., Suite 100 Richardson, TX 75081 amarcellus@ILTexas.org

All other concerns regarding discrimination:

Angela Marcellus Director of Student Services 1820 N. Glenville Dr., Suite 100 Richardson, TX 75081 amarcellus@ILTexas.org

#### SCHOOL ADMISSION

ILTexas is an open-enrollment charter school, which is a public school of choice. Admission and enrollment of students shall be open to persons who reside within the geographic boundaries stated in the school's charter. The total number of students enrolled in ILTexas shall not exceed the number of students approved in the school's charter or subsequent amendments. Total enrollment may further be limited by ILTexas based on occupancy limitations, code compliance, and staffing requirements, as deemed necessary.

In accordance with state law, ILTexas does not discriminate in its admissions policy on the basis of sex; national origin; ethnicity; religion; disability; academic, artistic, or athletic ability; or the district a student would otherwise attend.

Enrollment may not be denied to children who are not legally admitted into the United States.

#### Exception to Admission

As authorized by the ILTexas charter and Texas Education Code § 12.111(a)(5)(A), students with a documented history of a criminal offense, a juvenile court adjudication, or other school discipline problems under Texas Education Code Chapter 37, Subchapter A, may be excluded from admission and enrollment in ILTexas.

#### SUBMISSION OF APPLICATIONS AND ADMISSIONS LOTTERY

ILTexas requires applicants (must be a parent or legal guardian) to submit a completed application form in order to be considered for admission. ILTexas has established an application period during which applications are accepted for admissions (or to a lottery if the number of applications exceeds the number of seats available for a grade level). Any person who lives within the geographic boundaries of the charter is eligible to apply. Parents must submit an online application form (a paper application will be provided upon request) and submit it prior to the application deadline in order to participate in the lottery. An admissions lottery will be conducted if the total

number of applicants exceeds the number of open enrollment spots. Each applicant will be assigned a number, and all numbers will be randomly drawn during a scheduled lottery. Each applicant whose number is drawn will be offered admission, with notice provided by email and telephone. Failure of an applicant to respond to an admission's offer within the time specified by ILTexas will result in the forfeiture of his or her position in the application process.

Once all enrollment spots have been filled by the lottery, the remaining numbers will be drawn and the applicants assigned to these numbers will be placed on a waiting list in the order in which they were drawn. When a vacancy arises, the individual next on the waiting list with the lowest number assignment will be offered admission and then removed from the waiting list.

If an application is received after the application period has passed, the applicant's name will be added to the waiting list in the order of the date and time in which the application is received.

#### **Exceptions**

Federal guidelines permit ILTexas to exempt from the lottery students who are already attending the school; siblings of students already admitted to or attending ILTexas; and children of ILTexas' founders, teachers and staff, so long as the number of these students constitutes only a small percentage of the school's enrollment.

Students already attending ILTexas will be exempt from the lottery as long as an intent to return form is completed during the enrollment period prior to the intent to return deadline For the purpose of the sibling exemption, siblings are defined as a person who shares a common parent through birth, marriage, or adoption.

#### MCKINNEY VENTO HOMELESS EDUCATION ASSISTANCE ACT OF 2001

Homeless children and youth are ensured specific educational rights and protections. A listing of these specific rights may be obtained from ILTexas by contacting Myrna Apodaca, Director of PEIMS, 1820 N. Glenville Dr., Suite 100, Richardson, TX 72081. 972-479-9078, Ext. 1046.

"Homeless children and youth" as defined and covered by the McKinney-Vento Homeless Education Assistance Act of 2001:

- Means individuals who lack a fixed, regular, and adequate nighttime residence.
- Includes children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason.
- Are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations.
- Are living in emergency or transitional shelters.
- Are abandoned in hospitals, or are awaiting foster care placement.
- Children and youth who have a primary nighttime residence that is a public or private place not designed as a regular sleeping accommodation for human beings.
- Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations.

Parents of students in homeless situations can keep their students in their schools of origin (the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled even if the student is now residing outside the school attendance area or school district) or enroll them in any public school that students living in the same attendance area are eligible to attend.

#### PREGNANCY RELATED SERVICES

Pregnancy Related Services are support services, including Compensatory Education Home Instruction (CEHI), that a pregnant student receives during the pregnancy, prenatal and postpartum periods. Any pregnant and/or parenting student that is enrolled in ILTexas is eligible for PRS services. We support a comprehensive approach to supporting students by offering a coordination of services and monitoring grades and attendance regularly to ensure academic success.

When a student is first reported to be, or is first known to be pregnant by a teacher, counselor, or any school official, a referral is to be made immediately to the student's school nurse. The Nurse/Counselor visits with the student concerning her pregnancy and determines if it has been verified by a doctor or other qualified medical professional. The Nurse/Counselor then initiates PRS services by completing a PRS intake form. That form is submitted to PEIMS and Student Services officials, as well as the student's campus At-Risk Coordinator. PRS services to the student as well as the Compensatory Education funding for those services begin as of the date the PRS form is completed.

When a School District agrees to provide PRS services and accepts PRS funding, it must provide CEHI. CEHI is home instruction in which school assignments for the student are collected from the student's regular classroom teachers and are taken to the student at home by a certified teacher. That teacher works with the student at home for at least four hours a week, and then returns the student's work to her regular teacher for grading. Prenatal CEHI services are provided when the student's doctor determines she cannot continue to come to school due to a serious medical complication to the pregnancy. Prenatal CEHI services continue until the doctor determines she can return to school or until the pregnancy ends. Postnatal CEHI services begin the day after delivery and can continue for a maximum of 10 weeks post-delivery if there are serious medical complications relative to the delivery that involves the student or her infant. Postnatal CEHI is generally provided for a period of two to three weeks if the student has a normal delivery, and up to six weeks if the delivery is by C-section. A student with no post-delivery complications returns to her campus within approximately two weeks. PRS services end when postnatal CEHI ends, when the pregnancy ends due to circumstances other than delivery or when the student ends their enrollment in ILTexas during her pregnancy. Additional information regarding ILTexas's Pregnancy Related Services may be obtained from Angela Marcellus, Director of Student Services, at 972-479-9078.

#### **INTRA-DISTRICT TRANSFER POLICY**

ILTexas allows Intra-District transfers among our schools under the same charter for currently enrolled student. The intent of an Intra-District transfer is to accommodate families who have moved and have a documented change of residency or have a change in job site location.

The student's parent must complete a student transfer request form. Decisions on transfers for the upcoming school year will be made by the office of the Registrar. If there are more requests than available spaces in a respective grade, we will proceed with the most recent approved application to determine which transfers will be approved, and the remainder will be placed on the waitlist. If you have questions about the transfer process, please contact the DFW Registrar's office at 972-479-9078 or Houston Area Registrar's office at 713-955-7844

#### STUDENT INFORMATION

Any student admitted to ILTexas must have records such as report card and/or transcript from the previous school attended to verify his or her academic standing. Verification of residency and current immunization records are also required. Every student enrolling in ILTexas for the first time must present documentation of immunizations as required by the Texas Department of State Health Services.

No later than 30 days after enrolling in ILTexas, the parent and school district in which the student was previously enrolled shall furnish records that verify the identity of the student. These records may include the student's birth certificate or a copy of the student's school records from the most recently attended school.

ILTexas will forward a student's records on request to at school in which a student seeks or intends to enroll without the necessity of the parents' consent.

#### FOOD ALLERGY INFORMATION

The parent of each student enrolled in ILTexas must complete a form provided by the school that discloses (1) whether the child has a food allergy or a severe food allergy that should be disclosed to the school to enable ILTexas to take any necessary precautions regarding the child's safety and (2) specifies the food(s) to which the child is allergic and the nature of the allergic reaction.

For purposes of this requirement, the term "severe food allergy" means a dangerous or lifethreatening reaction of the human body to a food-borne allergen introduced by inhalation, ingestion, or skin contact that requires immediate medical attention.

ILTexas may also require information from a child's physician if the child has food allergies.

Food allergy information forms will be maintained in the students' records, and shall remain confidential. Information provided on food allergy information forms may be disclosed to teachers, school counselors, school nurses, and other appropriate school personnel only to the extent consistent with Board policy and as permissible under the Family Educational Rights and Privacy Act of 1974 ("FERPA").

#### RESIDENCY VERIFICATION

The Texas Education Code authorizes schools to obtain evidence that a person is eligible to attend public schools. To be eligible for continued enrollment in ILTexas, each student's parent must show proof of residency at the time of enrollment. Residency may be verified through observation, documentation, and other means, including, but not limited to:

- 1. A recently paid rent receipt,
- 2. A current lease agreement,
- 3. The most recent tax receipt indicating home ownership,
- 4. A current utility bill indicating the address and name of the residence occupiers,
- 5. A current car insurance copy indicating the address and name of the residence occupiers,
- 6. Mailing addresses of the residence occupiers,
- 7. Visual inspection of the residence
- 8. Interviews with persons with relevant information, or
- 9. Building permits issued to a parent on or before September 1st of the school year in which admission is sought (permits will serve as evidence of residency for the school year in which admission is sought only).

Falsification of residence on an enrollment form is a criminal offense.

#### WITHDRAWAL PROCEDURE

#### Voluntary Withdrawal

Parents of students withdrawing from ILTexas are requested to meet with the Campus Principal or Designee before proceeding with the withdrawal process. A Withdrawal Form and a Transcript Request Form may be obtained from the office of the registrar. Transcripts or student records will be provided within ten (10) business days of the following;

- Counselor's receipt of the Transcript Request Form / Student records
- Payment of any unpaid fees: and
- Returning school property, including but not limited to campus technology, books and uniforms associated with band, athletics, etc.

A student who is 18 years of age or older, who is married, or who has been declared by a court to be an emancipated minor, may withdraw without parental signature.

#### Involuntary Withdrawal

ILTexas may initiate the withdrawal of a student under the age of 18 for non-attendance if:

- 1. The student has been absent ten consecutive school days; and
- 2. Repeated efforts by ILTexas to locate the student have been unsuccessful.

Additionally, ILTexas may revoke the enrollment of a student 19 years of age or older who has more than five unexcused absences in one semester.

A student who withdraws for any reason during the school year may re-enroll only if there are open seats available. If no seats are available, the student will be placed in the lottery process and/or added to the waiting list. See also the Student Code of Conduct for additional requirements if a student withdraws prior to a pending disciplinary action.

Additional Information on Admission Process may be obtained from the campus Principal's Office. Information will also be posted on the School and ILTexas website.

# **ATTENDANCE**

#### STUDENT ATTENDANCE/ABSENCES

Student absences may result in serious disruption of a student's mastery of instructional materials and therefore, the student should avoid unnecessary absences. If the parent/guardian or student has questions about attendance they should contact the school attendance office for information. Students are expected to be in school except in cases of emergency, illness, or school-approved absences.

Students should make every effort to be present daily. If an absence is unavoidable, a parent/guardian should call or email the campus main office before 9:25 a.m. for students in grades K-8 or before 9:30 for students in grades 9-12 on the date of the absence with the reason for the student's absence. All absences will be verified by the school attendance office starting at 8:30 and if the school has not been notified by 9:25 a.m. (K-8) or 9:30 a.m. (9-12), the student absence will be recorded as "unexcused." It is important that the parent calls in and that the parent speaks directly to the person in charge of attendance. A message may be left on the school's voice mail service; however, it is the parent's responsibility to make sure the message was received. When a parent /guardian knows in advance about a future absence, prior written permission for the absence to be considered excused should be received in advance. When the student returns to school, he/she should provide the office with a note signed by a parent/guardian explaining the reason for the absence. Since absences may determine grading and course credit, all documentation regarding absences will be retained in the student's cumulative file for a period of 5 years.

#### COMPULSORY ATTENDANCE

The state compulsory attendance law requires that a student between the ages of six and 19 must attend school and school-required tutorial sessions unless the student is otherwise legally exempted or excused. ILTexas staff must investigate and report violations of the state compulsory attendance law. A student absent from school without permission from any class, from required special programs, or from required tutorials will be considered "truant" and subject to disciplinary action.

A student who voluntarily attends or enrolls after his or her 19th birthday is required to attend each school day. If a student 19 years of age or older has more than five unexcused absences in a semester, ILTexas may revoke the student's enrollment, except that the school may not revoke the enrollment on a day on which the student is physically present at school. The student's presence on school property thereafter would be unauthorized and may be considered trespassing. Prior to revoking the student's enrollment, ILTexas shall issue a warning letter to the student after the third unexcused absence stating that the student's enrollment may be revoked for the remainder of the school year if the student has more than five unexcused absences in a semester. As an alternative to revoking enrollment, ILTexas may impose a behavior improvement plan.

**Notice to Parents**: Under Texas Education Code § 25.095(a), you are hereby notified that if a student is absent from school on ten or more days or parts of days within a six-month period in the same school year, the student's parent is subject to prosecution under Texas Education Code

§ 25.093; and the student is subject to referral to a truancy court for truant conduct under Texas Family Code § 65.003(a).

ILTexas shall notify a student's parent if the student has been absent from school, without excuse, on three days or parts of days within a four-week period. The notice will inform the parent that it is the parent's duty to monitor the student's school attendance and require the student to attend school; the student is subject to truancy prevention measures under Texas Education Code § 25.0915; and that a conference between school officials and the parent is needed to discuss the absences.

#### PERSONAL ILLNESS

When a student's absence for personal illness exceeds three consecutive days, the student will be required to present a statement from a physician or health clinic verifying the illness or other condition causing the student's extended absence from school. If the student has established a questionable pattern of absences, the Campus Principal may require a physician or clinic's statement of illness after a single day's absence. This procedure will be used as a condition for classifying the absence as excused or as one for which extenuating circumstances exist. Failure to provide the required statement may result in the student and/or parent being charged with violating the compulsory attendance laws as well as the possibility of a loss of credit.

#### EXCUSED ABSENCES

State law allows exemptions to the compulsory attendance requirements for several types of absences if the student makes up all work. These include the following activities and events:

- Religious holy days;
- Required court appearances;
- Activities related to obtaining United States citizenship;
- Service as an election clerk:
- Documented health-care appointments for the student or a child of the student, including absences for recognized services for students diagnosed with autism spectrum disorders. A note from the health-care provider must be submitted upon the student's arrival or return to campus;
- For students in the conservatorship (custody) of the state;
- Mental health or therapy appointments; or
- Court-ordered family visitations or any other court-ordered activity, provided it is not practicable to schedule the student's participation in the activity outside of school hours.

A junior or senior student may also be absent for up to two days per school year for purposes of visiting a college or university, provided the student receives approval from the counselor or Principal, follows ILTexas' procedures to verify such a visit, and makes up any work.

Absences of up to two days in a school year will also be considered an exemption for a student serving as an early voting clerk, provided the student notifies his or her teachers and receives approval from the Principal prior to the absence.

Absences of up to five days will be excused for a student to visit with a parent, stepparent, or legal guardian who has been called to duty for, is on leave from, or immediately returned from certain deployments.

For religious holy days, required court appearances, activities related to obtaining citizenship, and serving as an election clerk, one day of travel to the site and one day of travel from the site shall also be excused by ILTexas.

Upon the student's return to school from being absent, he/she must go to the attendance clerk with a note from parent prior to entering the classroom. Students are to make contact with the teacher to make up work missed due to excused absences. Regardless of the reason, absences will be marked "unexcused" if the parent does not contact the school in writing. A note (email or written confirmation) from the parent / guardian must be provided the day of the student's return. If a note is not provided within three working calendar days of the student's return, the absence will be marked "unexcused" resulting in possible academic penalties. (Example: If a student is absent on Monday and returns to school on Tuesday, then Tuesday would be considered day one; Wednesday, day two; and Thursday, day three). If the student does not have a note submitted to the Attendance Office by the end of the school day on Thursday, the student's absence(s) will be marked as "unexcused."

#### UNEXCUSED ABSENCES

Absences not excused by law or school procedure and absences that are not a result of approved extracurricular activities shall be designated as unexcused, even if the student has parental permission to be absent.

#### CLOSED CAMPUS FOR GRADES 6-12

A student may not leave campus after arriving at school unless the student is safely picked up by a parent or designee with parental permission documented with the attendance clerk. A student who leaves campus without permission will receive disciplinary action.

#### LATE START / EARLY DISMISSAL FOR GRADES 6-12

Students who have a scheduled Late Start/Early Dismissal must show a school ID or driver's license to the attendance clerk in order to be released from school. Please refer to the section regarding Late Start/Early Dismissal in the Academic Programs section for further eligibility requirements.

#### DAILY ATTENDANCE TAKING

Grades K-5 attendance is taken at 9:25 a.m. In grades 6-12 attendance is taken each class period and is recorded for state attendance purposes at exactly 9:25 a.m. for grades 6-8 and 9:30 a.m. for grades 9-12. In grades 6-8, an absence is defined as missing the first five minutes of class. Missing the first 10 minutes of class is defined as an absence for students in grades 9-12.

Student attendance will also need to be recorded when high school students are enrolled in the dual credit program with our partnering community college. Students are expected to report to their ILTexas campus before leaving to the community college. Attendance will be recorded at the high school campus. If a morning absence at the campus is unavoidable, the student must bring a completed Attendance Verification Form signed by the community college professor to obtain attendance credit for the periods in question.

#### EARLY RELEASE/STUDENT SIGN-OUT

A signed note from a parent should be submitted to the attendance clerk before 10:00 a.m. on the day the student is to be dismissed early. A verifiable telephone number must be written on the note. If the appointment is made after the student arrives on campus, a parent must call or email the attendance clerk. If a parent shows up unannounced, it will take additional time to excuse the student from class. If no dismissal slip is issued, departure from school is unexcused.

Parents will sign the student out with the attendance clerk. If the parent is unable to sign the student out, it must be stated in the note, which should include an explanation of the student's means of transportation. If the student returns to campus on the same day, he/she must sign in with the attendance clerk. When leaving for a doctor's appointment, student drivers will be permitted to sign themselves out if they have already submitted a parent authorization note. Students will not be called to the main office until parent arrives.

#### STUDENT AGE 18 AND OVER

A student who is age 18 or older and living independently of his/her parent is permitted to verify his or her own absences and sign out. Parent and student must have a signed release on file with the attendance clerk.

#### ATTENDANCE FOR CREDIT OR FINAL GRADE

To receive credit or a final grade in a class, a student must attend at least 90% of the days the class is offered. These days include both excused and unexcused absences. Attendance is recorded each grading period and reported as part of the report card.

A student who attend at least 75% but fewer than 90% of the days the class is offered may receive credit or a final grade for the class if he or she completes a plan approved by the Principal that allows the student to fulfill the instructional requirements for the class. A student under the jurisdiction of a court in a criminal or juvenile justice proceeding may not receive credit or a final grade without approval from the judge presiding over the student's case.

A student who attends less than 75% of the days the class is offered or has not complete the plan approved by the Principal will be referred to the Attendance Review Committee to determine whether the absences were due to extenuating circumstances and how the student may regain credit or earn a final grade. The Attendance Review Committee will consider the following factors when determining whether there are extenuating circumstances for the absence:

1. All absences, whether excused or unexcused, must be considered, with consideration given to special circumstances as defined by the Texas Education Code.

- 2. For a student transferring into ILTexas after school begins, including a migrant student, only those absences after enrollment will be considered.
- 3. In reaching consensus about a student's absences, the committee will attempt to ensure that its decision is in the best interest of the student.
- 4. The committee will consider whether the absences were for reasons over which the student or parent could exercise control.
- 5. The committee will consider the acceptability and authenticity of documentation expressing reasons for the student's absences.
- 6. The committee will consider the extent to which the student has completed all assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject.
- 7. The student, parent or other representative will be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit.

If credit is lost because of excessive absences, the Attendance Review Committee will decide how the student may regain credit or earn a final grade. If the committee determines there are no extenuating circumstances and that credit or a final grade may not be earned, the student or parent may appeal the committee's decision to the Board of Directors by filing a written request with the Superintendent. The appeal notice must be postmarked to the following address within 30 days following the last day of instruction in the semester for which credit was denied:

International Leadership of Texas Notice of Appeal: Class Credit Attn: Superintendent 1820 N. Glenville Dr., Ste., 100 Richardson, TX 75081

The appeal will then be placed on the agenda of the next regularly scheduled Board meeting. The Superintendent or designee shall inform the student or parent of the date, time, and place of the meeting.

#### **TARDIES**

ILTexas expects punctuality and dependability and maintains a strict policy regarding tardiness. Tardiness to school and to class is unacceptable and is punishable by detention or classroom consequences. Excessive or habitual tardiness may be grounds for After School Discipline (ASD) or other disciplinary action. Students arriving to school late cannot enter classes without a tardy slip from the Main Office. Every effort should be made to schedule medical/dental appointments at times other than during school hours, especially not the mornings. Nonetheless, tardiness will be excused for scheduled doctor, dentist, or orthodontist appointments, illnesses, and emergencies upon returning to school with a note from the doctor or a parent to the Attendance Office. Tardiness will not be excused for reasons of tiredness, traffic, or errands. Students will receive a detention or classroom consequences for unexcused tardiness. Students with three attendance-related detentions will be given notice of more serious consequences for further tardiness. Any student who arrives with unexcused tardies may receive a detention. The principal or teacher may issue attendance-related detentions and decide whether a tardy is excused or not.

#### **▶** ELEMENTARY

Students are expected to be on time for all classes. A student will be considered tardy if he/she is not on campus by the beginning of the school day. Teachers will make contact with the student's parent prior to office referrals and will handle the first three tardies using teacher detentions or other appropriate consequences.

#### > SECONDARY

Students are expected to be in their desks working at the start of class. Teachers will make contact with the student's parent prior to office referrals and will handle the first three tardies using detentions.

#### ARRIVAL AND DISMISSAL PROCEDURES

ILTexas students are expected to come directly to school and to go home by the safest possible route. On their way to and from school students are to conduct themselves as Ambassadors by being courteous and respectful to everyone and obey all school and traffic rules. Safe and orderly arrival and dismissal helps our students begin and end their days in a calm manner. Please help your child be ready to learn by making sure he or she arrives to school on time and knows the schedule. Additionally, please follow campus drop off and pick up procedures as delineated on each campus website.

Students who are tardy must enter through the main entrance and report to the office to sign in so that their attendance record can be corrected.

If students arrive or leave school by walking, they should walk with other students, cross the street at the pedestrian crosswalks, and go directly to and from school. Please adhere to all traffic and pedestrian laws. The safety of our students is of utmost concern to us.

It is a violation of state law as well as dangerous for the safety of our students to use hand-held cell phones when driving on school property and in school zones. Cell phones must be hands-free and should never be a distraction. No cell phone use during drop-off and pick-up times unless parked in a marked space.

At dismissal time students are to go directly home, to their designated transportation area (Drive Line zone), or wait in the designated area to be picked up. At the K-8 levels, students should not go to another student's home without making arrangements prior to coming to school. If you need for your child to go home with someone else, a written (or emailed) note to the school is required. Running around and disruptive play is not acceptable. After school care can be arranged through the campus After School Care provider for ages 5-12.

Parents wishing to pick their child up before school dismissal must do so by following school attendance policies. It is our hope that dentist and doctor appointments can be made after school hours or on Saturdays, if possible. If this is not possible and your child has an appointment and must be released from school early you need to send a note indicating the time you will pick him/her up. Students will not be called to the main office until you arrive.

#### SCHOOL HOURS

ILTexas students attend school for a period of at least 8 hours each day. Each campus will post information regarding school hours on the campus website located at ILTexas.org.

#### STUDENT DRIVERS

Driving and parking on school grounds are a privilege. This privilege may be revoked if proper guidelines are not followed. In order to qualify for parking at ILTexas, student drivers must complete the Student Driver Application, pay the requisite fee of \$20 per semester or \$30 for the year (paid by September 1), and properly display the school's parking decal on their vehicle. The application requires students to submit a photocopy of their current driver's license and proof of insurance. Both documents must be current and on file before parking privileges are extended.

#### Student drivers must:

- Park only in the areas designated as student parking;
- Drive safely at all times, using extreme caution for other students and pedestrians;
- Obey all traffic instructions from teachers and school personnel; and
- Obey all posted traffic signs and markings.

# ASSESSMENTS/STAAR/ACADEMIC SUPPORT

#### **ASSESSMENT**

We believe that assessment plays a critical role in driving the quality curriculum necessary to empower students to reach their potential. Assessment tells us where students are in their learning, and provides students guidance towards higher levels of achievement. Assessment is central to the ILTexas effort to achieve its mission.

#### END OF CYCLE ASSESSMENTS (ECA)

An End of Cycle Assessment is used at the conclusion of each grading period to assess learning and understanding of the curriculum. An ECA is standardized across the ILTexas district. Semester Exams/Final Exams at the High School level courses are designed to measure student understanding of required learning objectives taught over the course of the semester/year. The results of these assessments determines a student's overall understanding or mastery of the assessed subject.

#### REQUEST FOR FINAL EXAM DATE CHANGE

High School Final or Semester Exams dates are established by the district. Only in the most extreme circumstances (e.g. death in the immediate family), will approval be given for a request to change a final or semester exam.

#### EARLY READING INDICATOR

ILTexas will use a research-based, state approved tool to detect early reading difficulties or risk of reading difficulties at an early level and to provide a summary of reading skills and comprehension which teachers can use in planning individual and/or group instruction. This assessment fulfills the requirements of the Texas Education Code 28.006.

#### STATE OF TEXAS ASSESSMENTS OF ACADEMIC READINESS (STAAR) TESTING AND REMEDIATION

ILTexas is committed to student success on the State of Texas Assessments of Academic Readiness (STAAR) and takes seriously its obligation to provide students the support and assistance they need to succeed. All students at STAAR-tested grade levels (3-12) will be regularly assessed to ensure they are making appropriate progress through the required state curriculum. Students who are not making satisfactory progress will receive remedial help. Students who have failed a STAAR test in SSI years will be required to attend academic support classes / tutorials (accelerated instruction) when the school offers them in the areas in which the standard was not met. In some cases, this may be an on-going, regularly scheduled class. In others, it may be an intense scheduled tutorial period for any time frame prior to the STAAR testing scheduled for March-May.

The State of Texas Assessments of Academic Readiness (STAAR) and its related End-of-Course (EOC) assessments for high school grades will consist of the following examinations:

#### Elementary and Middle School

Grade 3: Reading & Math

Grade 4: Reading, Math, & Writing

Grade 5: Reading (SSI), Math (SSI), & Science

High School End of Course English I and II and III Algebra I and Algebra II

Biology

Grade 6: Reading & Math US History

Grade 7: Reading, Math & Writing

Grade 8: Reading (SSI), Math (SSI), Science, & Social Studies

#### Performance on STAAR Exams

Successful performance on the reading and math assessments in grades 5 and 8 is required by law, unless the student is enrolled in a reading or math course for students above the student's current grade level, in order for the student to be promoted to the next grade level.

#### Performance on EOC Assessments

High School students are required, with limited exceptions, to perform satisfactorily on the High School End of Course assessments listed above. A student who has not achieved sufficient scores on the EOC assessments to graduate will have opportunities to retake the assessments. State law and state rules also provide for certain scores on norm-referenced national standardized assessments to substitute for the requirement to meet satisfactory performance on an applicable EOC assessment should a student choose this option.

If a student fails to perform satisfactorily on an EOC assessment, ILTexas will provide remediation in the content area for which the performance standard was not met. This may require student participation before or after normal school hours, or at times of the year outside of normal school operations. Satisfactory performance on the applicable assessments will be required for graduation, except in circumstances where a student may be eligible to graduate in accordance with a plan approved by an Individual Graduation Committee.

STAAR Alternate 2, for students who have significant cognitive disabilities will be available for eligible students, as determined by the student's ARD committee. These particular assessments may have different testing windows than the general assessments, and the ARD committee will determine whether successful performance on the assessments will be required for graduation.

MIDDLE SCHOOL ALGEBRA I & ENGLISH I PARENT/STUDENT OPTIONS (IF SUCCESS IS NOT MET)

#### • ALGEBRA I

If a student passes 8<sup>th</sup> grade Algebra I class but fails the Algebra I EOC then the parent(s) and student have two options:

- A. The student retakes EOC in July. If the student passes, they receive HS credit for Algebra I. If the student fails the July administration of the EOC then it is expected that the student repeat Algebra I in 9<sup>th</sup> grade.
- B. The student retakes Algebra I the following year as a freshman and then retakes the EOC at the end of Algebra I.

#### ENGLISH I

If a student passes 8<sup>th</sup> grade English I but fails the English I EOC then the parent(s) and student have two options:

- A. The student retakes EOC in July. If the student passes, they receive HS credit for English I. If the student fails the July administration of the EOC then it is expected that the student repeat English I in 9th grade.
- B. The student retakes English I the following year as a freshman and then retakes the EOC at the end of English I.

#### TEXAS ENGLISH LANGUAGE PROFICIENCY ASSESSMENT SYSTEM (TELPAS)

ILTexas will utilize the TELPAS to assess the English language proficiency of K-12 English Language Learners (ELLs). English language proficiency assessments in grades K-12 are federally required to evaluate the progress made by ELLs in becoming proficient in the use of academic English. ELLs will be assessed in four language domains - listening, speaking, reading, and writing.

#### PRE-SCHOLASTIC APTITUDE TEST (PSAT)

Students in grade 10 and 11 will be expected to take the PSAT in October.

#### SCHOLASTIC APTITUDE TEST (SAT) AND AMERICAN COLLEGE TESTING (ACT)

Applications for taking the SAT and ACT are available in the high school counselor's office. Fee waiver forms for these tests are also available in the counselor's office. Students in Grades 11 and 12 take these tests.

#### SPECIAL PROGRAMS

#### Bilingual/ESL Services

ILTexas offers Bilingual/English as a Second Language (ESL) services for English language learners who are identified as English Learners (EL's). The program is designed to assist students identified as having Limited English Proficiency with development in language — listening, speaking, reading, and writing. The goal of this program is to provide additional English language assistance to students, enabling them to become academically successful in all classes. Students are assessed with state-approved Oral Language Proficiency and Norm-Referenced Test to qualify for placement in the program. If the test results indicate either limited oral or limited cognitive academic English ability, the student (with parent approval) is provided additional English language support.

#### Special Education Services

ILTexas has the responsibility of identifying, locating, and evaluating individuals with disabilities who are 5 to 21 years of age and who fall within the school's jurisdiction. If you know or suspect that your student has a disability, please contact the school's Special Education Coordinator for information about available programs, assessments, and services.

Special education services are specifically designed to meet the unique needs of students with disabilities. Each student who receives special education services has an Individual Education Plan ("IEP"), which is developed by the student's Admission, Review, and Dismissal ("ARD") Committee. The ARD Committee considers the student's disability and determines appropriate

accommodations, supplementary aids, and/or services that are necessary for the student to participate in the general curriculum.

All special education services are provided in the least restrictive environment, which may be special education settings, general education settings, or a combination or both. All students receiving special education services are educated to the maximum extent appropriate with their non-disabled peers as well as participating in all school activities on the same basis as students who are not disabled.

The Notice of Procedural Safeguards – Rights of Parents of Students with Disabilities, can be obtained from the Special Education Coordinator or at the Texas Education Agency Special Education Website: http://www.tea.state.ts.us/special.ed/. For further information, please contact your campus.

# Providing Assistance to Students Who Have Learning Difficulties or Who Need Special Education Services

If a student is experiencing learning difficulties, the parent may contact the campus Counselor to learn about ILTexas' overall general education referral or screening system for support services. This system links students to a variety of support options, including referral for a special education evaluation. Students having difficulty in the regular classroom should be considered for tutorial, compensatory, and other academic or behavior support services that are available to all students, including a process based on Response to Intervention ("RtI"). The implementation of RtI has the potential to have a positive impact on the school's ability to meet the needs of all struggling students.

At any time, a parent is entitled to request an evaluation for special education services by presenting a written request to the Special Education Coordinator or an administrative employee. ILTexas must, within 15 school days of receiving the request, either (1) give the parent an opportunity to give written consent for the evaluation or (2) refuse to provide the evaluation and provide the parent with written notice that explains why the child will not be evaluated. This written notice will include a statement that informs the parents of their rights if they disagree with the school. Additionally, the parent will receive a copy of the Notice of Procedural Safeguards – Rights of Parents of Students with Disabilities.

If consent for evaluation is obtained, then ILTexas must complete the evaluation and report within 45 school days of the date the school receives the written consent. ILTexas must give a copy of the evaluation report to the parent.

#### Section 504 Services

ILTexas provides a free appropriate public education to each qualified student with a disability, regardless of the nature or severity of the student's disability. A "student with a disability" is one who has a physical or mental impairment that substantially limits one or more of the student's major life activities, has a record of having such impairment, or is regarded as having such impairment. A student with a disability is "qualified" if he or she is between the ages of 3 and 21, inclusive.

An appropriate education is the provision of regular or special education and related services that are (1) designed to meet the student's individual educational needs as adequately as the needs of students who do not have disabilities are met; and (2) based on adherence to procedures that satisfy federal requirements for educational setting, evaluation and placement, and procedural safeguards.

Qualified students with disabilities will be placed in the regular educational environment, unless ILTexas demonstrates that education in the regular environment with the use of supplemental aids and services cannot be achieved satisfactorily. Should an alternate educational environment be necessary, the school will comply with all legal requirements regarding least restrictive environment and comparable facilities for students with disabilities. In providing or arranging for nonacademic and extracurricular services and activities, the school will ensure that a qualified student with a disability participates with students who do not have disabilities to the maximum extent appropriate.

To be eligible for services and protections against discrimination on the basis of disability under Section 504 of the Rehabilitation Act, a student must be determined, as a result of an evaluation, to have a "physical or mental impairment" that substantially limits one or more major life activities. If a student has or is suspected of having a disability, or requires special services, parents or teachers should contact the Special Education Coordinator for information concerning available programs, assessments, and services.

#### Services for Title I Participants

Information regarding ILTexas' Title I program may be obtained from Krystal Lovato, Director of Federal Programs.

# **BEYOND THE CLASSROOM**

#### FIELD TRIPS

Scheduled field trips are an important part of the school curriculum. Parents will be notified (campus website, email, School Messenger) when field trips are planned. Permission/Release forms must be signed by the parent and presented to the field trip organizer before a student is permitted to participate in a field trip activity. All students are expected to be in full uniform unless special permission has been obtained from the campus principal. An alternative activity may be provided to any student who exhibits unacceptable behavior throughout the school year and/or while attending any field trip.

#### END OF YEAR EDUCATIONAL TRIPS

Throughout the year, students work in their academic classes to earn trips that help make connections between their in-class learning and the world beyond. In order to attend, students must meet academic and behavioral expectations of the school, participate in Grade Level Trip Fundraising Activities, and pay for their portion of the trip as allowed by law. Information will be distributed by campuses and/or the district and can be subject to change.

#### **FUNDRAISING**

Students and/or parents/guardians will have opportunities to participate in Principal-approved fundraising activities. Fundraising for personal (non-ILTexas) reasons will not be allowed.

#### **TRANSPORTATION**

ILTexas may arrange and coordinate transportation for off-site events for participants. Students must get written permission in advance and assume all liability if they do not use school transportation, if it is provided If ILTexas provides transportation, students are expected to follow the directions of the teacher/sponsor and driver at all times. The Student Code of Conduct and all school rules apply when attending a school-sponsored and/or sanctioned event.

#### VIDEO MONITORING SYSTEM

For safety purposes, including the maintenance of order and discipline, surveillance cameras may be used to monitor student behavior in classrooms, on school vehicles, and in common areas. Video recordings may be reviewed routinely to document student misconduct and used by ILTexas staff when investigating an incident. Tapes and other video recordings will be available for viewing pursuant to the Family Educational Rights and Privacy Act ("FERPA").

#### LUNCH VISITATIONS

Grades K - 12: Relatives of students are welcome to visit during lunch. Please follow campus lunch visitation procedures/protocol.

#### **ELEMENTARY BIRTHDAYS/INVITATIONS (K-5)**

Student birthdays may be celebrated by distributing small, healthy snacks (nut-free) that are prepackaged/sealed to each student in the class right before dismissal. Birthdays will not be celebrated by bringing in cakes, cupcakes, balloons, etc. Invitations to a private birthday party will only be distributed at school if each student in the class receives one.

#### SCHOOL PARTIES FOR K-5

In an effort to maximize instructional time, school parties are scheduled twice a year – Winter Holiday party and End of Year party.

# **CHILD NUTRITION PROGRAM**

#### FOOD AND NUTRITIONAL SERVICE

ILTexas is approved by the Texas Department of Agriculture (TDA) to operate under the National School Lunch Program (NSLP) and School Breakfast Program (SBP). ILTexas is also a participant of the Healthy, Hungry-Free Kids Act of 2010. Every school participating in NSLP and SBP must follow the strict nutritional guidelines implemented by the USDA. All Breakfast Meals must include a fruit, grain and milk. All Lunch Meals must include a meat/meat alternate, fruit, vegetable, grain and milk. The USDA sets limits on the amount of calories, fat, sugar and sodium a student can consume daily, based on their grade (*See* Meal Pattern at <a href="https://www.iltexasdistrict.org/general-information-ceud">https://www.iltexasdistrict.org/general-information-ceud</a>).

Students are given the option to bring lunch from home or purchase breakfast or lunch from ILTexas.

#### Special Diet

Any student purchasing meals at school, who has a life-threatening food allergy and requires a Special Meal, must have a Physician complete the form located at: <a href="https://www.iltexasdistrict.org/general-information-ceud">https://www.iltexasdistrict.org/general-information-ceud</a>.

#### PRICE OF MEALS (ALL CAMPUSES, ALL AGES)

Breakfast: \$ 2.00 (Paid); \$.30 (Reduced) Lunch: \$ 3.50 (Paid); \$.40 (Reduced)

#### FREE AND REDUCED LUNCH APPLICATIONS

<u>http://iltexas.schoollunchapp.com</u> This program is income based. All parents are encouraged to complete an online application. Personal information is never shared.

#### **WAYS TO PAY FOR MEALS**

(July 1, 2017 – June 2018)

My School Bucks (www.myschoolbucks.com): To access, you may go to your Apps store
and download the My School Bucks App, or go to the ILTexas Website (www.iltexas.org).
A Link is available under the Parent tab: School Meal Information-Meal Payment Process\_
My School Bucks. Student ID Number is required to make payments.

<sup>\*</sup>Students and their parents shall not disseminate food to other students.

- Free and Reduced Lunch Application: To access, please go to the ILTexas Website http://iltexas.schoollunchapp.com
- A Link is available under the Parent tab: School Meal Information-click on Free and Reduced Application-Qualifications and requirements.
- After the 17th August and through June of 20186, you may send payment with your child or drop off payments at the front office of each campus. There is a locked mailbox where payments are placed for the Child Nutrition's Cashier to pick-up (or) a parent may request to see a cashier and present payment directly to the cashier. All payments received are processed on the day received.
- CREDIT CARD ON-LINE PAYMENTS: Cash may be received at the end of all serving lines. A Student may pay cash for both meals on the day of service even if they have a negative balance.
  - Students may opt to pay cash daily if they choose; however, it is strongly encouraged for students to maintain a positive balance at all times in order to ensure they will always receive a complete meal and expedite the line. ILTexas has a Charge Policy for all grades.

#### NO CHARGE POLICY

Effective May 1, 2018, students will no longer be allowed to charge meals to a negative account. This is part of end of year accounting and closing out the food service books. Students with a positive balance of \$3.50 or more may charge meals to their account. If their account is below \$3.50, cashiers will NOT have the ability to ring up a meal.

Please understand that effective May 1, 2018, through the end of the school year, that we cannot charge meals and we cannot give free meals to students who are not in a free status. Please help us to ensure that your child is able to eat meals at school by paying off their balances and adding funds to their account. If this is not feasible, please send your child(ren) to school with a lunch.

#### FREE AND REDUCED APPLICATIONS:

- 1. Transfer Student: If you are transferring and you were receiving benefits based on Income (TANF or SNAP Free or Reduced), you must provide The Child Nutrition Department with a Determination of Eligibility letter from your prior school in order for your benefits to be honored. Under USDA/TDA, prior benefits are transferrable with proof of eligibility.
- 2. First Day August: Any returning student receiving benefits- Free or Reduced will start school with the same Eligibility Determined Benefit. They will be honored until September 30<sup>th</sup> of each year. In order to have your benefits continue, a new application must be completed each year before October 1<sup>st</sup> or all benefits will be terminated and students will go back to a paid status.

3. Simply log onto (ILTexas.org) website: <a href="www.ILTexas.org">www.ILTexas.org</a>. Follow the instructions by clicking Parent/School Meal Information/ Free and Reduced Application. Complete the form and submit. Please write down your confirmation number for records. The Determination of Eligibility letter will be sent via email within 10 school days. If you do not have a computer, you may go to any campus and use one of the computers on site. If you have any questions, please contact the Child Nutrition Department.

#### **SMART SNACKS**

Smart Snacks are a new Federal compliance rule effective on July 1, 2014. Smart Snacks standards are applicable during the school day which is defined as midnight before, to 30 minutes after the last instructional period. If food is given away during the school day, then it must meet the competitive food standards.

Any Smart Snacks, if offered, will fall under the New Smart Snack Rule. These rules set limits on calories, fats, sugars and sodium. Students are encouraged to consume Dairy, Whole Grain, Protein, Fresh Fruit and Vegetables.

#### BIRTHDAYS AND SPECIAL EVENTS

Birthday cakes, cupcakes and other sugary foods of Minimal Nutritional value may not be served during the school day. However, any Snacks, or competitive foods, free or donated, do not apply.

# **COMMUNICATION WITH PARENTS**

Ongoing communication between home and school is a high priority at ILTexas. The role of the parent or guardian continues to be an important factor in the academic and social success of each student. Parents will be informed through various means of communication throughout the school year. Parents will be informed of involvement activities and opportunities through their home campuses and through the district. Newsletters, written notices, email, websites, Principal Coffees and Parent Nights may be utilized to establish and maintain an open line of communication. Parents are also encouraged to become active members of the Parent Teacher Organization established at their campus (PTO). The district websiteite at ILTexas.org provides general information about the district and its programs, as well as current news items and the district calendar

There are a number of ways for parents to receive information about their child's progress and school:

GRADES will be available online through Skyward. Parents are encouraged to monitor their child's grades on a regular basis. Progress Reports will be emailed and/or distributed at the end of the third week of each six weeks' period. Report Cards are issued following each six-week period. A hard copy of the report card will be distributed to students in K-8th and may be emailed or distributed to parents and to students in grades 9-12.

PARENT/TEACHER CONFERENCES provide opportunities for teachers to share information with parents about their child's progress in school. The parent/teacher conference is an important means of reporting to parents and guardians. These conferences are scheduled after the first six weeks of each semester. Additional conferences may be held at the request of the parent or teacher anytime during the year.

STUDENT PLANNERS: Students will be utilizing a traditional student planner that is expected to be brought to school and taken home daily. Additionally, students in the 4th-12th grades will have access to an electronic calendar in order to track assignments and plan projects.

ELEMENTARY WEEKLY FOLDERS: K-5 students will have a weekly folder in which they will receive parent forms, progress reports and sample student work.

#### PARENT AND STUDENT COMPLAINTS AND GRIEVANCES

International Leadership of Texas values the opinions of its parents and the public it serves. Parents and the public have the right to express their views through appropriate informal and formal processes.

The Board of Directors encourages parents and the public to discuss their concerns and complaints through informal meetings with their Campus Principal. Concerns and complaints should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Neither the Board of Directors nor any school employee shall retaliate against a parent or member of the public for voicing a concern or compliant.

The purpose of the grievance process is to resolve conflicts in an efficient, expeditious, and just manner.

The Superintendent or Director of Student Services may develop more detailed grievance procedures. The Superintendent or Director of Student Services shall ensure that the School's grievance procedures are provided to any grievant. The formal grievance procedures shall be in accordance with Commissioner of Education rules.

#### INFORMAL CONFERENCES

A parent or member of the public may request an informal conference through the relevant Campus Principal within ten calendar days of the time the person knew or should have known of the event(s) giving rise to the complaint. If a person is not satisfied with the results of the informal conference, he or she may request a second informal conference with the Director of Student Services. If after an informal conference with the Director of Student Services the person is not satisfied, they may then submit a written grievance form to campus Principal. Grievance forms may be obtained from the office of the Director of Student Services.

#### FORMAL GRIEVANCE PROCESS

The formal process provides all persons with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative procedures are exhausted, a person can bring concerns or complaints to the Board, as outlined below.

A grievance must specify the harm alleged by the parent and/or student, and the remedy sought. A parent or student should not submit separate or serial grievances regarding the same event or action. Multiple grievances may be consolidated at the school's discretion. All time limits shall be strictly complied; however, if an administrator determines that additional time is needed to complete a thorough investigation of the complaint and/or to issue a response, the administrator shall inform the parent or student in writing of the need to extend the response time and provide a specific date by which the response will be issued. Costs of any grievance shall be paid by the grievant.

#### ➤ LEVEL ONE GRIEVANCE

A parent or student shall submit a written Level One Grievance Form to the Campus Principal or designee within the later of (1) ten school days from the time the event(s) causing the complaint were or should have been known, or (2) within five school days following an informal conference with the Campus Principal and/or the Director of Student Services. The school reserves the right to require the grievant to begin the grievance process at Level Two.

The Campus Principal or designee will meet with the complaining parent or student within ten school days after receiving the Level One Grievance Form. Following this conference, the Campus Principal or designee shall have ten school days to issue a Level One decision.

#### ➤ LEVEL TWO GRIEVANCE

If the parent or student is not satisfied with the Level One decision, or if no decision is provided, the parent or student may submit a written appeal to the Director of Student Services. The appeal must include a signed statement of the complaint, any evidence supporting the complaint, and the date and results of the conference with the Campus Principal or designee. The appeal must be filed within ten school days of the Level One decision or the response deadline if no decision is made.

The Director of Student Services or designee will hold a Level Two conference within ten school days after receiving the Level Two appeal. The Director of Student Services or designee will have ten school days following the conference to issue a Level Two decision.

#### ➤ LEVEL THREE GRIEVANCE

If the parent or student is not satisfied with the Level Two decision, or if no decision is provided, the parent or student may request in writing a conference with the Superintendent or designee. The request must include the documentation submitted to the Director of Student Services or designee, and the date and results of the Level Two conference. The request must be filed within ten school days of the Level Two decision or the response deadline if no decision is made.

The Superintendent or designee will hold a conference with the parent or student within ten school days after receiving the Level Three appeal. The Superintendent or designee shall have ten school days following the conference to issue a Level Three decision.

#### ➤ LEVEL FOUR GRIEVANCE

If the parent or student is not satisfied with the Level Three decision, or if no decision is provided, the parent or student may submit to the Superintendent or designee a written appeal to the Board of Directors. The request must be filed within ten school days of the Level Three decision or the response deadline if no decision is made. The parent or student shall subsequently be informed of the date, time, and place of the appeal hearing before the Board of Directors.

The Board of Directors shall hear the parent or student complaint, and may set a reasonable time limit for presenting the complaint. Only written documentation and issues previously submitted and presented by the parent or student and the school will be considered. An audiotape recording of the hearing shall be made.

If the complaint involves concerns or charges regarding a school employee, it shall be heard by the Board of Directors in closed session unless the employee to whom the complaint pertains requests that it be heard in public.

The Board of Directors shall communicate its decision within ten school days of the hearing. The Board of Directors may not delegate its authority to issue a decision, and any decision by the Board of Directors is final and may not be appealed.

#### ADDITIONAL COMPLAINT PROCEDURES

This Parent and Student Complaints and Grievances process does not apply to all complaints:

- 1. Complaints alleging discrimination or harassment based on race, color, gender, national origin, disability, religion, or any other characteristic protected by law shall be submitted as described in "Reports of Student Discrimination or Harassment," as set forth in this handbook.
- 2. Complaints concerning retaliation related to discrimination and harassment shall be submitted as described in "Reports of Student Discrimination or Harassment," as set forth in this handbook.
- 3. Complaints concerning bullying or retaliation related to bullying shall be submitted as described in "Freedom from Bullying and Cyber-Bullying," as set forth in this handbook.
- 4. For complaints concerning loss of credit on the basis of attendance.
- 5. For complaints concerning disciplinary long-term suspensions and/or expulsions.
- 6. Complaints concerning the identification, evaluation, or educational placement of a student with a disability within the scope of Section 504 shall be submitted as described in the Parent and Student Complaints and Grievances process described above, except that the deadline for filing an initial Level One grievance shall be thirty (30) calendar days and the procedural safeguards handbook.
- 7. Complaints concerning the identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education

- Act shall be submitted in accordance with applicable Board policy and the procedural safeguards provided to parents of all students referred to special education.
- 8. Complaints regarding the Free and Reduced Price Meal Program. In accordance with federal law and U.S. Department of Agriculture policy, the school is prohibited from discriminating on the basis of race, color, religious creed, sex, political beliefs, age, disability, national origin, or limited English proficiency. (Not all bases apply to all programs.) Reprisal is prohibited based on prior civil rights activity. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, which is available online at the following website: <a href="http://www.ascr.usda.gov/complaint-filing-cust.html">http://www.ascr.usda.gov/complaint-filing-cust.html</a>, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at <a href="mailto:program.intake@usda.gov">program.intake@usda.gov</a>. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339, or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

# **CELL PHONES AND ELECTRONIC DEVICES**

Students are permitted to have cell phones and other electronic devices in their possession, however, cell phones and electronic devices are not to be seen nor utilized during instructional time. There is an exception provided in instances when students are directed by their teacher to utilize their cell phones for instructional purposes during designated lessons.

If an ILTexas employee observes a student using telecommunication device (including a cell phone) during instructional time without permission from a school official, the employee will collect the device and turn it in to the front office. School officials may search the device if there is reasonable suspicion to believe that the device has been used in the transmission or reception of communications prohibited by law, policy, or regulation.

A parent will be contacted and a \$15 fee will be assessed and collected before the device is returned. A \$15 fee will be assessed each subsequent time a device is confiscated. Any disciplinary action will be in accordance with the Student Code of Conduct.

# **CREDITS/TRANSCRIPTS FOR TRANSFER STUDENTS**

#### **EVALUATION OF CREDITS FOR TRANSFER STUDENTS**

ILTexas accepts credits from other schools accredited by the State of Texas and other states. Courses will be evaluated by a counselor to determine if the course meets the requirements for graduation from a Texas high school, as well as from ILTexas. All transfer grades earned in accredited schools will be converted to ILTexas grading scale and course designation consistent with ILTexas standards. In order to receive credit for work completed, students entering ILTexas from a non-accredited school or from home schooling must take credit-by-exam (CBE) tests

approved in advance by ILTexas (through Texas Tech University). Students are responsible to pay applicable fees for these tests. Students must achieve test scores acceptable to ILTexas.

## GRADE CONVERSION FOR TRANSCRIPTS WITH LETTER GRADES

Conversion of letter grades to numerical grades for students transferring in with letter grades from accredited schools will be based on numerical equivalents. Conversion of out-of-country students' grade equivalency will be determined by evaluation of the students' transcripts. A plus or a minus attached to a letter grade shall be converted as follows:

A + = 98	B+ = 88	C + = 78	
A = 95	B = 85	C = 75	D = 70
A - = 92	B - = 82	C - = 72	F = 69

## ACADEMIC ACHIEVEMENT RECORD (AAR)/TRANSCRIPT

Each student has an academic achievement record with grades, graduation credits, grade point average and standardized test scores recorded from the beginning of the freshman year. A photocopy of the record is called a transcript and is required for admission by most secondary and post-secondary institutions. An official transcript may not be released without written request from a parent or student over (18) years of age. Request forms are available at the counseling office and with the registrar. An official transcript is one that is mailed to another educational institution upon written request of the parent. The cost of each official transcript is \$5. An unofficial transcript is given to a parent or student upon request.

Students taking dual credit classes are required to request their official transcripts with partnering institutions every semester in order for ILTexas to input dual credit course grades into their ILTexas transcript. It is the student's responsibility to provide college transcripts to their Universities of choice,

## **DISCIPLINE/STUDENT CODE OF CONDUCT**

## GENERAL PRINCIPLES AND GUIDELINES

These rules of conduct and discipline are established to maintain good order and discipline in the school and to encourage responsible behavior on the part of all students. The objective of the Student Code of Conduct (the "Code of Conduct") is to change errant behavior and to help the student make wiser decisions and better choices. The staff of the school has the responsibility to enforce the standards and policies of this Code of Conduct. Full cooperation of the students and parents/guardians is expected.

This Code of Conduct has been adopted by the Board of Directors, and provides information to parents and students regarding expectations for behavior, consequences for misconduct, and procedures for administering discipline.

In accordance with state law, the Code of Conduct will be posted at each ILTexas campus and/or will be available for review at the Campus Principal's office. Parents will be notified of any violation that may result in a student being suspended or expelled from ILTexas.

Students are expected to conduct themselves in an appropriate and respectful manner at all times. Any behavior that is detrimental to the learning environment of the student or other students and/or staff members will not be tolerated. A student whose behavior shows disrespect toward others, including interference with another's access to public education and to a safe environment, will be subject to disciplinary action.

## **AUTHORITY AND JURISDICTION**

ILTexas has jurisdiction and disciplinary authority over a student in the following circumstances:

- 1. During the regular school day and while the student is going to and from school;
- 2. During lunch periods in which a student is allowed to leave campus or at any time during school hours:
- 3. While the student is in attendance at any school-related activity, regardless of time or location:
- 4. For any school-related misconduct, regardless of time or location;
- 5. For any expulsion offense committed while on ILTexas property or while attending a school-sponsored or school-related activity of ILTexas or another school in Texas;
- 6. For any expulsion offense committed away from ILTexas property or utilized facility and not at a school-sponsored or school-related event, if the misconduct creates a substantial disruption to the educational environment, in the reasonable discretion of ILTexas;
- 7. While the student is in transit to or from school or to or from school-related activities or events:
- 8. When retaliation against a school employee or volunteer occurs or is threatened, regardless of time or location;
- 9. When criminal mischief is committed on or off ILTexas property or any facility<sup>1</sup> and/or at a school-related event;
- 10. When the student commits any felony punishable as a Level III expulsion offense under the Student Code of Conduct;
- 11. Any misdemeanor or felony offense, no matter when or where said activity occurs, if ILTexas determines that said activity occurred by a preponderance of the evidence; and
- 12. Any cyberbullying, on-line harassment, cybercrime, or computer related crime, that involves a computer or any device and/or network ("in the cloud" or otherwise), no matter when or where said activity occurs, including the sharing, displaying or transmitting any illegal images, words or otherwise, or that creates or is likely to create a substantial disruption to the educational environment.

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<sup>&</sup>lt;sup>1</sup> For the purposes hereof, a facility includes any school buildings, portable buildings, office buildings, playgrounds, athletic fields, stadiums, field houses, swimming pools, parklands, parking lots, sidewalks and all other District-owned, rented, leased or otherwise used, real property or improvements.

<u>Note</u>: In addition to disciplinary consequences, misdemeanor and felony offenses committed on campus may be reported to an appropriate law enforcement agency.

<u>Note</u>: Any reference to school, property or facility includes any premises where ILTexas conducts any business, whether owned, leased, rented or donated.

## EXPECTED STANDARDS OF STUDENT CONDUCT

Each student is expected to behave in a responsible manner by:

- 1. Demonstrating courtesy and respect for others;
- 2. Attending all classes, regularly and on time;
- 3. Preparing for each class by taking the appropriate materials and assignments to class;
- 4. Being well-groomed and dressing appropriately as defined by the school's uniform policy and at principal's discretion.
- 5. Obeying all campus, classroom and extracurricular rules, as well as appropriate verbal directives (in the reasonable discretion of ILTexas) given by any ILTexas employee or any other designated person;
- 6. Respecting the rights and privileges of other students, school staff, and other adults on campus or at school-related activities on or off campus;
- 7. Respecting the property of others, including school property and facilities;
- 8. Cooperating or assisting the school staff in maintaining safety, order, and discipline;
- 9. Adhering to the Academic Honesty Policy; and
- 10. Adhering to the Code of Conduct.

## CAMPUS, CLASSROOM, AND ASSEMBLY RULES

In addition to rules in this Code of Conduct, Campus Principals may impose additional campus rules, and teachers and extracurricular sponsors may impose and communicate such additional campus rules, classroom rules, where such rules are not inconsistent with this Code. A student's conduct in assemblies and other out-of-classroom activity must comply with rules applicable to those of the classroom.

## EXTRACURRICULAR STANDARDS

Sponsors and coaches may develop and communicate written extracurricular expected standards of behavior for induction in and continued participation in that activity. Such standards may be higher than those of the Code of Conduct. These standards must be communicated to the students involved in that extracurricular activity and must be approved by the Campus Principal. Students who violate communicated extracurricular standards of behavior may be subject to disciplinary action under the Code of Conduct and, in addition, denied the opportunity to participate in extracurricular activities.

## DISCIPLINE MANAGEMENT - TECHNIQUES

Discipline will be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action will draw on the professional judgment of teachers and administrators and on a range of discipline management techniques. Discipline for a particular offense may bring into consideration varying techniques and responses.

The following discipline management techniques may be used—alone or in combination—for misbehavior violating the Code of Conduct or campus/classroom rules:

- A. Assignment to After School Discipline (ASD), which includes up to 90 minutes of physical exercise, in a manner consistent with all rules and regulations applicable to student health and proper discipline of students with disabilities and/or other limiting conditions;
- B. Assignment of school duties, other than class tasks, such as cleaning desks and campus beautification;
- C. Behavioral contracts or an expectation plan;
- D. Cooling off or timeout;
- E. Counseling by teachers, counselors, or administrators;
- F. Detention, either during the school day or outside the school day and/or Saturday School;
- G. Expulsion, as specified in the Code of Conduct;
- H. Grade reductions for academic violations such as cheating, copying, allowing others to copy work, or plagiarism;
- I. In-school suspension, as specified in the Code of Conduct;
- J. Out of school suspension
- K. Parent-administrator conferences;
- L. Parent-teacher conferences:
- M. Phone calls to parents/guardians;
- N. Referral to an outside agency and/or legal authority for criminal prosecution, in addition to disciplinary measures imposed by ILTexas;
- O. Rewards or demerits;
- P. School probation, which may include a warning letter or statement from ILTexas administrators that future conduct may result discipline in accordance with the Code of Conduct:
- Q. Seating changes in the classroom or lunchroom;
- R. Sending the student to the office or other assigned areas, or another short-term removal from the classroom;
- S. Temporary confiscation of items that disrupt the educational process;
- T. Verbal or oral correction;
- U. Withdrawal of privileges, such as participation in extracurricular activities and eligibility for seeking and holding honorary offices;
- V. Reflective essay using character traits;
- W. Restorative Discipline<sup>2</sup>; and
- X. Any other discipline management technique that is deemed appropriate by ILTexas.

<sup>&</sup>lt;sup>2</sup> Restorative Discipline will be available at Garland K-8, Lancaster K-8, Westpark K-8, and East Fort Worth K-8.

## 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) designated as responsible for discipline 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 all above disciplinary consequences and is authorized to supervise ASD, 60 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. Students assigned to ISS must serve 30 minutes before the start of school and 30 minutes after the end of school. Failure to serve the full daily times of ISS (9 hours) will not count as a good day served and that day's assignment to ISS will be repeated. Students in ISS must be constantly supervised and daily visited by their teachers and the counselor.

THE CAMPUS PRINCIPAL has the authority to implement the Code of Conduct, up to and including the suspension of a student from campus for an additional five (5) days. The Campus Principal may also assign any of the disciplinary consequences described above, and may recommend a student for expulsion.

THE AREA SUPERINTENDENT, THE SUPERINTENDENT OR THE SUPERINTENDENT'S DESIGNEE has the authority to expel a student. Upon receiving an expulsion recommendation from a Campus Principal, the Area Superintendent, the Superintendent or the Superintendent's Designee will conduct an expulsion hearing, as described more fully in this Code of Conduct. The Superintendent has made the Area Superintendent as its primary designee for the purposes hereof. The Area Superintendent, the Superintendent or the Superintendent's Designee may continue a suspension(s) (ISS or OSS) during an expulsion process, if deemed reasonable by the Area Superintendent, the Superintendent or the Superintendent's Designee.

#### CODE OF CONDUCT VIOLATIONS

#### **Level I Offenses**

The following Level I behaviors are prohibited at all school and school-related activities:

- 1. Scuffling (pushing, shoving, hitting, kicking or something akin thereto) student on student.
- 2. Being a member of, pledging to become a member of, joining, or soliciting another person to join, or pledge to become a member of a public school fraternity, sorority, or gang.

- 3. Cheating or copying the work of another.
- 4. Defacing or damaging school property, including textbooks, lockers, furniture, and other equipment, with graffiti or by other means.
- 5. Disobeying conduct rules regarding school transportation or personal transportation of student drivers to and from school and/or school-related activities.
- 6. Engaging in any misbehavior that gives school officials reasonable cause to believe that such conduct will substantially disrupt the school program or incite violence.
- 7. Engaging in disruptive actions or demonstrations that substantially disrupt or materially interfere with school activities, including but not limited to food fights.
- 8. Engaging in threatening behavior toward another student or school employee on or off school property.
- 9. Engaging in verbal or written exchanges that threaten the safety of another student, a school employee, or school property.
- 10. False accusation of conduct that would constitute a misdemeanor or felony.
- 11. Gambling.
- 12. Gang activity.
- 13. Discharging a fire extinguisher without a valid or reasonable reason.
- 14. Insubordination, or failing to comply with directives given by school personnel.
- 15. Leaving school grounds or school-sponsored events without permission.
- 16. Making false accusations or hoaxes regarding school safety.
- 17. Using a cellular telephone or other telecommunications device during school instructional time.
- 18. Possessing mace or pepper spray.
- 19. Possessing or using a laser pointer for other than an approved use.
- 20. Possessing or using any articles not generally considered to be weapons, including school supplies, when the Campus Principal or designee determines that a danger exists.
- 21. Possessing published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety; using e-mail or Internet sites at school to encourage illegal behavior or threaten school safety.
- 22. Possession of stolen property.
- 23. Refusing to accept discipline management techniques assigned by ILTexas staff members.
- 24. Repeated tardiness.
- 25. Repeatedly violating campus or classroom standards of behavior.
- 26. Skipping/ditching/cutting a class.
- 27. Stealing from students, staff, or the school.
- 28. Throwing objects that can cause bodily injury or property damage.
- 29. Using profanity.
- 30. Violating computer use policies, rules, or agreements signed by the student, and/or agreements signed by the student's parent.
- 31. Violating dress and grooming standards as communicated in the Student/Parent Handbook.
- 32. Violating the ILTexas medication policy.

# Disciplinary Consequences for Level I Offences (not in order of progressive disciplinary measures)

- 1. Detention.
- 2. Application of one or more Discipline Management Techniques.
- 3. After School Discipline (ASD).
- 4. Confiscation of cell phones or other electronic devices if the offense relates to the use of the cell phone or other electronic device.
- 5. Grade reductions for academic dishonesty.
- 6. In-school suspension.
- 7. Out-of-school suspension.
- 8. Restorative Discipline.
- 9. Removal from the classroom and/or placement in another classroom.
- 10. Restitution/restoration, if applicable.
- 11. Saturday School.
- 12. School-assessed and school-administered probation.
- 13. Temporary confiscation of items that are prohibited or that disrupt the educational process.
- 14. Verbal correction.
- 15. Withdrawal of privileges, such as participation in extracurricular activities and eligibility for seeking and holding honorary offices, and/or membership in school-sponsored clubs or organizations.

## **Level II Offenses**

The following Level II behaviors are prohibited at all school and school-related activities, and at other times and locations as described below:

- 1. Abusing a prescription drug, giving a prescription drug to another student, or possessing or being under the influence of another person's prescription drug on school property or at a school-related event.
- 2. Any of the following offenses, no matter when or where the offense takes place:
  - a. Conduct involving a public school that contains the elements of the offense of false alarm or report under Section 42.06, Penal Code, or terroristic threat under Section 22.07, Penal Code.
  - b. Engaging in conduct punishable as a felony.
  - c. Engaging in conduct that contains the elements of the offense of assault under Section 22.01(a)(1), Penal Code.
  - d. Selling, giving, or delivering to another person or possessing or using or being under the influence of (1) marihuana or a controlled substance, as defined by Chapter 481, Health and Safety Code, or by 21 U.S.C. Section 801 et seq. or (2) a dangerous drug, as defined by Chapter 483, Health and Safety Code.
  - e. Selling, giving, or delivering to another person an alcoholic beverage, as defined by Section 1.04, Alcoholic Beverage Code; committing a serious act or offense while

- under the influence of alcohol; or possessing, using, or being under the influence of an alcoholic beverage.
- f. Engaging in conduct that contains the elements of an offense relating to an abusable volatile chemical under Sections 485.031 through 485.034, Health and Safety Code.
- g. Engaging in conduct that contains the elements of the offense of public lewdness under Section 21.07, Penal Code, or indecent exposure under Section 21.08, Penal Code.
- h. Engaging in conduct that contains the elements of the offense of deadly conduct under Section 22.05, Penal Code.
- 3. Engaging in conduct that contains the elements of an offense under Section 22.01(a)(1), Penal Code, against a public school employee or a volunteer as defined by Education Code Section 22.053, in retaliation for or as a result of the person's employment or association with a public school, without regard to whether the conduct occurs on or off of school property or while attending a school-sponsored or school-related activity on or off of school property.
- 4. Engaging in conduct that contains the elements of the offense of breach of computer security under Section 33.02, Penal Code, if:
  - a. the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of ILTexas; and
  - b. the student knowingly (i) alters, damages, or deletes ILTexas property or information or (ii) commits a breach of any other computer, computer network, or computer system.
- 5. Possessing or selling a weapons replica (look-alike weapon).
- 6. Persistent bullying and/or cyberbullying, including intimidation by name-calling, using ethnic or racial slurs, or making derogatory statements that could disrupt the school program or incite violence.
- 7. Burglary of a motor vehicle.
- 8. Damaging or vandalizing property owned by others.
- 9. Commission of a felony.
- 10. Conduct endangering the health and safety of others.
- 11. Deliberate destruction or tampering with school computer data or networks.
- 12. Directing profanity, vulgar language, or obscene gestures towards another.
- 13. Inappropriate or indecent exposure of a student's private body parts or lewd sexual behavior.
- 14. Engaging in conduct punishable as a felony when the conduct occurs off school property and not at a school-sponsored or school-related event and (1) the student receives deferred prosecution; (2) a court or jury finds that the student has engaged in delinquent conduct; or (3) the Principal, Area Superintendent, or the Superintendent or designee has a reasonable belief that the student engaged in the conduct.
- 15. Engaging in conduct that constitutes sexual harassment, whether the conduct is by word, gesture, or any other sexual conduct, including requests for sexual favors directed toward another student or an ILTexas employee.
- 16. Engaging in harassment motivated by race, color, religion, national origin, disability, gender, or age and directed toward another.
- 17. Engaging in inappropriate verbal, physical, or sexual contact directed toward another student or a school employee.
- 18. Recording, sending or posting electronic messages, pictures or video that are obscene, sexual in nature, threatening, harassing, damaging to another's reputation, promotes violence, or illegal.

- 19. False alarm, false statement or report.
- 20. Felony criminal mischief against school property, another student, or school staff (\$2,500 and up, as determined by ILTexas).
- 21. Fighting.
- 22. Possessing or using matches or a lighter.
- 23. Gang activity (violent).
- 24. Using the Internet or other electronic communications to threaten students or employees, or cause disruption to the school program or to promote/encourage illegal behavior that could threaten school safety.
- 25. Hazing, meaning any intentional, knowing, or reckless act, occurring on or off ILTexas property, by one person alone or acting with others, directed against a student, that endangers the mental or physical health or safety of a student for the purpose of pledging, being initiated into, affiliating with, holding office in, or maintaining membership in an organization. Hazing includes:
  - a. any type of physical brutality, such as whipping, beating, striking, branding, electronic shocking, placing of a harmful substance on the body, or similar activity;
  - b. any type of physical activity, such as sleep deprivation, exposure to the elements, confinement in a small space, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student;
  - c. any activity involving consumption of a food, liquid, alcoholic beverage, liquor, drug, or other substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student;
  - d. any activity that intimidates or threatens the student with ostracism, that subjects the student to extreme mental stress, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from entering or remaining registered in an educational institution, or that may reasonably be expected to cause a student to leave the organization or the institution rather than submit to acts described in this subdivision; and
  - e. any activity that induces, causes, or requires the student to perform a duty or task that involves a violation of the Penal Code.
- 26. Creation of or involvement with a hit list, meaning a list of people targeted to be harmed using a firearm; as defined by Section 46.01(3), Penal Code; a knife, as defined by Section 46.01(7), Penal Code; or any other object to be used with intent to cause bodily harm.
- 27. Indecency with a child.
- 28. Issuing a false fire alarm.
- 29. Possessing pornographic material.
- 30. Persistent Level I offenses (four (4) or more Level I offenses committed in any one school year).
- 31. Possessing a razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person.
- 32. Possessing or selling a stun gun.
- 33. Possessing or selling ammunition.
- 34. Possessing or selling an air gun or BB gun (except as appropriately used by ILTexas' JROTC Program).

- 35. Possessing or selling fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device.
- 36. Possessing or selling look-alike drugs or items attempted to be passed off as drugs or contraband.
- 37. Possessing or selling seeds or pieces of marijuana in less than a usable amount.
- 38. Possessing, selling, distributing, or being under the influence of inhalants.
- 39. Possessing, selling, distributing, or being under the influence of a simulated controlled substance.
- 40. Possessing, smoking, or using tobacco products, including E-Cigarettes or vapes or vapors.
- 41. Possessing, using, giving, or selling paraphernalia related to any prohibited substance.
- 42. Public lewdness.
- 43. Harassment threatening to cause harm or bodily injury to another student, engaging in sexually intimidating conduct, causing physical damage to the property of another student, subjecting another student to physical confinement or restraint, or maliciously taking any action that substantially harms another student's physical or emotional health or safety.
- 44. Failure to register as a sex offender when legally obligated to so.
- 45. Retaliation against any school employee or volunteer at any time or place.
- 46. Selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana, controlled substance, dangerous drug, or alcoholic beverage.
- 47. Setting or attempting to set fire on school property (not Arson).
- 48. Targeting another individual for bodily harm.
- 49. Falsifying records, passes, or other school-related documents.
- 50. Forgery of school documents at school or otherwise.
- 51. Forcing an individual to act through the use of force or threat of force or committing extortion, coercion, or blackmail (obtaining money or another object of value from an unwilling person).
- 52. Committing or assisting in a robbery or theft even if it does not constitute a felony.
- 53. Using, exhibiting, or possessing a firearm (as defined by 18 U.S.C. Section 921), knife with a blade over 1.5 inches, club, brass knuckles, or weapon while within 3000 feet of ILTexas property, as measured from any point on the school's real property boundary line.
- 54. Vandalism of or conduct constituting criminal mischief with respect to school facilities or property.
- 55. Violations of the ILTexas Honor Code (*see* Honor Code herein), including but not limited to:
  - a. Plagiarism;
  - b. Unauthorized collaboration on independent homework/assignments or tests;
  - c. Copying and submitting the work of another or allowing another student to copy one's work;
  - d. Cheating;
  - e. Theft, sales, or distribution of any materials including, but not limited to examinations and/or quizzes;
  - f. Breaking into and/or examining a teacher's personal possessions to obtain or view evaluation instruments;
  - g. Changing and/or falsifying a grade in a teacher's grade book, on the computer, or through other school devices used to record student grades; or
  - h. Unauthorized possession of a stolen evaluation instrument.

i. Engaging in conduct punishable as a Level II expulsion offense when the conduct occurs off school property and not at a school-sponsored or school-related event, and the conduct creates a substantial disruption to the educational environment in the reasonable judgment of ILTexas.

Disciplinary Consequences for Level II Offenses (not in order of progressive disciplinary measures)

- 1. Any applicable Level I Disciplinary Consequence.
- 2. Any applicable Level II Disciplinary Consequence.
- 3. Out-of-school suspension for up to five days, except that the Area Superintendent, the Superintendent or the Superintendent's Designee may continue the aforementioned suspension(s) (ISS or OSS) during an expulsion process, if deemed reasonable by the Area Superintendent, the Superintendent or the Superintendent's Designee.
- 4. Expulsion.

## **Level III Offenses**

The following Level III behaviors are prohibited at all school and school-related activities, and at other times and locations as described below:

- 1. Conduct containing the elements of the offense of unlawfully carrying weapons under Section 46.02, Penal Code, or elements of an offense relating to prohibited weapons under Section 46.05, Penal Code.
- 2. Aggravated assault under Section 22.02, Penal Code, sexual assault under Section 22.011, Penal Code, or aggravated sexual assault under Section 22.021, Penal Code.
- 3. Arson under Section 28.02, Penal Code.
- 4. Murder under Section 19.02, Penal Code, capital murder under Section 19.03, Penal Code, or criminal attempt, under Section 15.01, Penal Code, to commit murder or capital murder.
- 5. Indecency with a child under Section 21.11, Penal Code.
- 6. Aggravated kidnapping under Section 20.04, Penal Code.
- 7. Aggravated robbery under Section 29.03, Penal Code.
- 8. Manslaughter under Section 19.04, Penal Code.
- 9. Criminally negligent homicide under Section 19.05, Penal Code.
- 10. Continuous sexual abuse of young child or children under Section 21.02, Penal Code.
- 11. Selling, giving, or delivering to another person or possessing or using or being under the influence of (1) marihuana or a controlled substance, as defined by Chapter 481, Health and Safety Code, or by 21 U.S.C. Section 801 et seq. or (2) a dangerous drug, as defined by Chapter 483, Health and Safety Code, if the conduct is punishable as a felony.
- 12. Selling, giving, or delivering to another person an alcoholic beverage, as defined by Section 1.04, Alcoholic Beverage Code; committing a serious act or offense while under the influence of alcohol; or possessing, using, or being under the influence of an alcoholic beverage, if the conduct is punishable as a felony.
- 13. Engaging in conduct that contains the elements of any offense described in Level III Offenses 1, 2, 3, 4, 5, 6, 7, 8, 9, or 10, against any employee or volunteer in retaliation for or as a result of the person's employment or association with a public school, without

- regard to whether the conduct occurs on or off of school property or while attending a school-sponsored or school-related activity on or off of school property.
- 14. Engaging in conduct that contains the elements of any offense described in Level III Offenses 2, 4, or 7 against another ILTexas student, without regard to whether the conduct occurs on or off of school property or while attending a school-sponsored or school-related activity on or off of school property.
- 15. Engaging in conduct punishable as a Level III expulsion offense when the conduct occurs off school property and not at a school-sponsored or school-related event, and the conduct creates a substantial disruption to the educational environment in the reasonable judgment of ILTexas.

## Disciplinary Consequences for Level III Offenses

- Mandatory Expulsion Recommendation and Hearing (unless waived by parent).

## CONFERENCES, HEARINGS, AND APPEALS

All students are entitled to conferences, hearings, and/or appeals of disciplinary matters as provided by state and federal law, and by school policy.

## PROCESS FOR SUSPENSIONS LASTING UP TO FIVE DAYS

In addition to the above list of Code of Conduct violations the Campus Principal has authority to suspend a student for a period of up to five school days (except that the student may be suspended for up to ten school days, with no more than five consecutive days being out of school, if student will be recommended for expulsion) for any or the following reasons:

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

While suspended, students are not allowed to be on the campus, including at after school activities. The suspended days will be counted as unexcused absences. Students may receive credit for work missed during the period of suspension if the student makes up work missed during the period of suspension within the same number of days the student was absent. Students are expected to make up all assignments missed during the suspension and the student's grade will be based on the academic performance and merit of the students work without regard to the reason of the student's absence due to suspension. Notwithstanding the aforementioned, the Area Superintendent, the Superintendent or the Superintendent's Designee may continue the aforementioned suspension(s) (ISS or OSS) during an expulsion process, if deemed reasonable by the Area Superintendent, the Superintendent or the Superintendent's Designee.

#### PREREQUISITES TO SUSPENSION

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

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

#### NOTIFICATION TO PARENTS/GUARDIANS

If the Campus Principal or designee determines the student's conduct warrants suspension, the Campus Principal or designee will notify the student's parents that the student has been suspended before the student is sent home. At this time, the Campus Principal or designee will also notify the student's parents of the period of suspension, the grounds for suspension, and the time and place for a post-suspension conference with the Campus Administration.

## PROCESS FOR OUT-OF-SCHOOL SUSPENSIONS OVER FIVE DAYS AND EXPULSION

When the Campus Principal determines that a student's conduct warrants suspension for more than five days, or expulsion, the Campus Principal (or acting Principal) shall make a recommendation for disciplinary action to the Superintendent.

Prior to taking any long-term disciplinary action, the Campus Principal or designee will provide the student's parent(s) with written notice of:

- 1. The Principal's recommendation for the long-term disciplinary action, and
- 2. The reasons for the recommended long-term disciplinary action.

The Area Superintendent or designee will provide the student's parent(s) with written notice of a disciplinary hearing which shall provide the date (within five school days of the recommended disciplinary action), time, and location of the hearing, and shall further state that, at the hearing, the student:

- 1. may be present;
- 2. shall have an opportunity to present evidence;
- 3. shall be apprised and informed of the school's evidence and witnesses;
- 4. may be accompanied by his or her parent(s) or other adult who can provide guidance to the parent or student and who is not an employee of the ILTexas; and
- 5. may be represented by an attorney.

#### EMERGENCY PLACEMENT

If the Campus Principal reasonably believes that a student's behavior is so unruly, disruptive, or abusive that it seriously interferes with a teacher's ability to communicate effectively with students in a class, with the ability of a student's classmates to learn, or with the operation of ILTexas or a

school-sponsored activity, the Campus Principal may order immediate removal of the student. The Campus Principal may impose immediate suspension if he/she reasonable believes such action is necessary to protect persons or property from imminent harm. At the time of such an emergency removal, the student will be given verbal notice of the reason for the action and appropriate hearings will be scheduled within a reasonable time after the emergency removal.

## HEARING BEFORE AREA SUPERINTENDENT, SUPERINTENDENT OR SUPERINTENDENT'S DESIGNEE

ILTexas shall inform the student and the student's parent(s) of the time and place for the hearing, and ILTexas shall hold the hearing regardless of whether the student, the student's parents or another adult representing the student attends. The Area Superintendent, Superintendent or Superintendent's designee may audio and/or video record the hearing. Within 24 hours of the hearing, the Superintendent, Superintendent or Superintendent's designee will notify the student and the student's parents in writing of his/her decision. The decision shall specify:

- 1. The length of the suspension or expulsion, if any;
- 2. When the expulsion is not permanent, the procedures for re-admittance to the school at the end of the expulsion period; and
- 3. The right to appeal the Superintendent, Superintendent or Superintendent's designee decision to the Board of Directors and the General Counsel within 72 hours of notification of the decision.

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

## APPEAL TO BOARD OF DIRECTORS

The student or his/her parent(s) may appeal the long-term suspension or expulsion decision to the Board of Directors and the General Counsel in writing within 72 hours of notification of the decision. If such an appeal is made, a quorum of the Board will consider the appeal at a regular or specially-called meeting in closed session as allowed by the Texas Open Meetings Act. The quorum of the Board will review the record of the expulsion hearing, and may also hear a statement from the student or parent (or representative) and from the school administration. Any additional evidence not previously presented at the expulsion hearing shall be provided to the General Counsel at least forty-eight (48) hours prior to the Board appeal hearing, in a format accessible and useable by the General Counsel. The Board may listen to the recording of the expulsion hearing to or at the appeal hearing. The Board will notify the student and his or her parent (or representative) of its decision within five calendar days of the hearing. The decision of the Board is final and may not be appealed.

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

## READMISSION AFTER WITHDRAWAL OR EXPULSION

A student who has withdrawn pending a recommended expulsion or who has been expelled from ILTexas may re-apply for admission and potentially gain re-enrollment subject to meeting each of the following criteria:

- 1. The student must have been enrolled in another public school during the term of the expulsion from ILTexas.
- 2. The student must re-apply for admission to ILTexas and follow the same application process as all other applicants.
- 3. A vacancy must exist in the requested grade level and campus or, if the requested grade level is oversubscribed such that an admissions lottery is conducted, the student is selected for admission through the lottery process or otherwise on the waitlist.
- 4. The student must submit a petition for re-admission to the ILTexas Board of Directors. This request must be in writing, and must include copies of the student's complete discipline records from the public school(s) attended during the term of the expulsion from ILTexas.

Upon receipt of the student's petition and the required discipline records, ILTexas will notify the student and the student's parents of the date, time, and location of a Board meeting during which the Board of Directors will consider the petition for re-admission.

During the Board's consideration of the petition, the student and his or her parents may make a statement to support the request for re-admission. The student may also submit documentation consisting of recommendations from his or her current teacher(s), commentary from any counselor or school administrator with whom the student may have consulted having personal knowledge of the student and their education experience and conduct, and any other documentation pertinent to the application. The Board may also consider comments from the Principal, Counselor, Grade Level Administrator for the requested campus of enrollment, or any other ILTexas Administrator.

Upon conclusion of the presentation and after review of all relevant documentation, the Board of Directors will decide on whether the student will be re-admitted at the Board's sole discretion. If the student is re-admitted, he or she will be admitted on a 120-day behavior contract recognizing that any violation of the Student Code of Conduct within that time period may result in expulsion without the possibility of readmission. The Board's decision may be appealed through the ILTexas student and parent complaint process, beginning at Level Four, but all decisions of the Board are final and non-appealable.

## STUDENTS WITH DISABILITIES

All disciplinary actions regarding students with disabilities shall be conducted in accordance with current federal and state laws.

## SUSPENSION/EXPULSION REQUIREMENTS

A student with a disability shall not be excluded from his or her current placement pending appeal to the Board of Directors for more than ten days without ARD Committee action to determine appropriate services in the interim. Pending appeal to a special education hearing officer, a student with a disability shall remain in the present educational setting, unless ILTexas and the parents agree otherwise.

## REMOVAL FROM SCHOOL TRANSPORTATION

A student being transported by ILTexas transportation to or from school or a school-sponsored or school-related activity may be removed from a school vehicle for conduct violating ILTexas' established standards for conduct in a school vehicle.

## **GUN-FREE SCHOOLS ACT**

In accordance with the Gun-Free Schools Act, ILTexas shall expel, from the student's regular program for a period of one year, any student who is determined to have brought a firearm, as defined by federal law, to school. The Superintendent or designee may modify the term of expulsion for a student or assess another comparable penalty that results in the student's expulsion from the regular school program on a case-by-case basis.

For the purposes of this law, "firearm" means:

- 1. Any weapon including a starter gun which will, or is designed to, or which may readily be converted to expel a projectile by the action of an explosive from the frame or receiver of any such weapon;
- 2. Any firearm muffler or firearm silencer;
- 3. Any destructive device. "Destructive device" means any explosive, incendiary or poison gas bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than 1/4 ounce, mine, or device similar to any of the preceding described devices. It also means any type of weapon other than a shotgun shell or a shotgun that is generally recognized as particularly suitable for sporting purposes by whatever name known which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than 1/2 inch in diameter; and any combination of parts either designed or intended for use in converting any device into a destructive device as described, and from which a destructive device may be readily assembled.

## **District Information**

## ACADEMIC PROBATION

Academic probation may be initiated with a parent conference in which all parties (student, parent/guardian, GLA, teachers) draft a contract whereby the student will be mandated to take certain steps to improve their academic performance, including but not limited to the following:

- Afterschool Homework Academy; academic support
- Daily Planner check-ins
- Nightly homework check-ins
- Mandatory tutorials
- Weekly progress report
- Loss of Extended Day Program activities

While on academic probation, students should focus their time and effort on making sure they are earning grades to meet expectations in all classes. Students should take advantage of morning and afternoon flextime, lunch tutorials, office hours, and make an extra effort to call teachers with questions about homework or projects, and schedule after-school tutorials if necessary to meet expectations. If the student is meeting expectations in all classes on the report card following Academic Probation for the six weeks, he/she will be released from Academic Probation and will become a student in good standing. If, according to the next six weeks' report card, the student is on Academic Probation and fails to meet expectations then the Academic Probation contract will be reviewed at another parent meeting and revised as necessary. Students who continue on academic probation and do not earn academic credit in a course will have to repeat that course the following academic year. As such, some students may take more than four years to complete the ILTexas graduation requirements. Meeting expectations shall be at the sole discretion of the campus Principal or designee.

## DISASTER AND FIRE PREPAREDNESS

Each campus has an emergency preparedness plan in addition to posting evacuation routes in each classroom. Fire Drills, Lock Down Drills and Tornado Drills will be conducted regularly throughout the school year. Medical Emergency Drills for staff to include training on AED's will be conducted.

## EQUAL ACCESS – FREE SPEECH

The school believes that it is important for students to learn the meaning and practice of freedom of speech while in school. However, the school retains its right to make decisions concerning equal access while maintaining an orderly and disciplined school environment.

## INAPPROPRIATE USE OF TECHNOLOGY (ON OR OFF CAMPUS)

Students are prohibited from sending or posting electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal. This prohibition applies to conduct off school property if it results in a substantial disruption to the educational environment, as determined in by the Principal. Any person taking, disseminating,

transferring, or sharing obscene, sexually oriented, lewd, or otherwise illegal images or other content will be disciplined according to the Student Code of Conduct and may, in certain circumstances, be reported to law enforcement. ILTexas has the right to monitor and examine any files and activity on all district technology resources. The appropriate personnel may monitor, examine or disclose the contents of any activity to guarantee proper use of these resources as well as investigate complaints of possible inappropriate use.

## INTERROGATIONS AND SEARCHES

In the interest of promoting student safety and attempting to ensure that ILTexas is safe and drug free, school officials may from time to time conduct searches. Such searches are conducted without a warrant and as permitted by law.

Administrators, teachers and other professional personnel may question a student regarding the student's own conduct or the conduct of other students. In the context of school discipline, students have no claim to the right not to incriminate themselves. When student interrogation/questioning is necessary, parent permission or presence is not required. Parents do not have the ability to object to or prevent the questioning of their child when deemed necessary in the course of an investigation.

Students shall be free from unreasonable searches and seizures by school officials. School officials may search a student's outer clothing, pockets, or property by establishing reasonable cause or securing the student's voluntary consent. A search is reasonable if (1) the school official has reasonable grounds for suspecting that the search will uncover evidence of a rule violation or a criminal violation and (2) the scope of the search is reasonably related to the circumstances justifying the search, such as the extent of the search, the objectives of the search, the age and sex of the student, and the nature of the infraction.

#### Desk and Locker Searches

Students should have no expectation of privacy in the contents of their lockers, desks or other school property. Lockers and desks assigned to students remain at all times under the control and jurisdiction of ILTexas. The school will make periodic inspections of lockers and desks at any time, with or without notice or student consent. School officials will remove any item that violates school policy or that may potentially be dangerous.

Students have full responsibility for the security of their lockers and desks, and shall be held responsible for any prohibited items found therein. A student's parent shall be notified if any prohibited articles or materials are found in a student's locker or desk, or on the student's person.

## Vehicles on Campus

Vehicles parked on school property and property under school control are under the jurisdiction of ILTexas and may be searched at any time if reasonable suspicion exists to believe that the search will result in evidence that school rules or other laws have been violated. If a vehicle subject to search is locked, the student shall be asked to unlock the vehicle and consent to a search of the vehicle. If the student refuses to permit the vehicle to be searched, ILTexas may contact the student's parents and/or law enforcement officials. A student may be held responsible for and in

possession of prohibited items found in his or her vehicle parked on school property or at a school-related event.

## Random Drug Searches

In order to ensure a drug-free learning environment, ILTexas conducts random drug searches of all school facilities. ILTexas may use or contract for specially trained nonaggressive dogs to sniff out and alert school officials to the current presence of concealed prohibited or illegal items, including drugs and alcohol. Canine visits may be unannounced. The dogs shall be used to search vacant classrooms, vacant common areas, the areas around student lockers, and the areas where vehicles are parked on school property or at school-related events. The dogs shall not be asked to alert on students. A dog alert to a locker, vehicle, or item in a classroom, constitutes reasonable grounds for a search by school officials.

#### OFF-CAMPUS P.E.

Although we are supportive of our many students who participate in a variety of athletic activities outside of the school curriculum, approval for off-campus PE will be at the sole discretion of the school administration. Students interested in this option should contact the Campus Principal.

## PHYSICAL EDUCATION PARTICIPATION REQUIREMENTS

Students at ILTexas are required to earn 4 credits in P.E. before graduating high school. A student may be excused from activity due to health reasons for a maximum of three days with a note from a parent given to the Performance Coach. If it is necessary to be excused for an extended period of time, a doctor's note must be provided to the school. The student is still responsible for attending class and learning the curriculum even if physical restrictions prevent the student from actively participating in the program. A uniform is part of the overall ILTexas safety plan for students. Therefore, all students are expected to wear the appropriate uniform in order to participate in physical fitness activities. Students who fail to dress out in proper uniform will receive a grade reflective of the assessment policy instituted by their teacher.

## PROCEDURES FOR USE OF RESTRAINT AND TIME-OUT (NOT SPECIAL EDUCATION)

School employees, volunteers, or independent contractors are authorized to use restraint in the event of an emergency and subject to the following limitations:

- Only reasonable force, necessary to address the emergency, may be used.
- The restraint must be discontinued at the point at which the emergency no longer exists.
- The restraint must be implemented in such a way as to protect the health and safety of the student and others.
- The student may not be deprived of basic human necessities.

At no time, however, may a student be placed in seclusion.

A student with a disability may not be confined in a locked box, locked closet or other specially designated locked space as either a discipline management practice or a behavior management technique.

## SCHOOL CLOSINGS OR DELAY

Cancellations and delays will be communicated to parents via School Messenger (phone call and email) and school website at ILTexas.org. It is imperative and incumbent of parents to ensure that their email and phone contact information is always accurate and updated. Correct information should be given to your campus main office.

## TEACHER QUALIFICATIONS - PARENTS' RIGHT TO KNOW

At the beginning of each school year, ILTexas will notify the parent of each student attending with information regarding the professional qualifications of their student's classroom teachers. ILTexas will also provide this information upon request from a parent. The notification will include, at a minimum:

- 1. Whether your child's teacher(s) have met state qualification and licensing criteria for their grade levels and subject areas.
- 2. Whether your child's teacher(s) are serving under emergency or other provisional status that is less than full state certification.
- 3. The bachelor's degree major of your child's teacher(s) and any graduate degrees held, and the field of certification or degree.
- 4. Whether your child receives services from paraprofessionals and, if so, their qualifications.

## **TUTORIALS FOR GRADES 1-12**

All teachers schedule tutorial times and encourage students to attend. Teachers may require students who do not meet academic expectations to attend tutorials. Students who are failing a course at designated checkpoints (available on school calendar prior to the start of school) will be required to attend mandatory tutoring or participate in a credit recovery program.

## EAGLE ACADEMY 1-12

Eagle Academy is an opportunity afforded to students when they need to complete an assignment for mastery of a concept and is not punitive. Eagle Academy takes place on campus after school. If a student does not attend Eagle Academy, the student may be assigned to After School Discipline (ASD). If ASD is not served, the student may be assigned to In School Suspension (ISS). If ISS is not served, the student may be assigned Out of School Suspension (OSS).

#### STUDENT FEES

Materials that are part of the basic educational program are provided with state and local funds at no charge to a student. Students are expected to provide their own consumable items, such as pencils, paper, pens, erasers, notebooks, calculators, headsets, etc. Students may be required to pay certain fees or deposits, including:

- 1. A fee for materials for a class project that the student will keep, if the fee does not exceed the cost of materials;
- 2. Membership dues in voluntary student clubs or organizations and admission fees to extracurricular activities:
- 3. A security deposit for the return of materials, supplies or equipment;

- 4. A fee for personal physical education and athletic equipment and apparel, although a student may provide the student's own equipment or apparel if it meets reasonable requirements and standards relating to health and safety;
- 5. A fee for voluntarily purchased items, such as student publications, class rings, pictures, yearbooks, graduation announcements, etc.;
- 6. A fee for voluntary student health and accident benefit plan;
- 7. A reasonable fee, not to exceed the actual annual maintenance cost, for the use of musical instruments and uniforms owned or rented by the school;
- 8. A fee for items of personal apparel used in extracurricular activities that become the property of the student;
- 9. A parking fee
- 10. A fee for replacement of a student identification card;
- 11. If offered, a fee for a driver training course, not to exceed the actual cost per student in the program for the current school year;
- 12. A fee for an optional course offered for credit that requires the use of facilities not available on campus or the employment of an educator who is not part of the school's regular staff;
- 13. A fee for summer school courses that are offered tuition-free during the regular school year;
- 14. A reasonable fee, not to exceed \$50, for costs associated with an educational program offered outside of regular school hours through which a student who was absent from class receives instruction voluntarily for the purpose of making up the missed instruction and meeting the level of attendance required for class credit, so long as the fee would not create a financial hardship or discourage the student from attending the program;
- 15. A fee for lost, damaged, or overdue library book; or
- 16. A fee specifically permitted by any other statute.

ILTexas may waive any fee or deposit if the student and parent are unable to pay. A request for such a waiver must be made in writing to the Principal or designee, and include evidence of inability to pay. Details for the fee waiver are available in the Principal's office.

## DISPLAYING A STUDENT'S ARTWORK, PROJECTS, PHOTOS, AND OTHER ORIGINAL WORK

Teachers may display student work in classrooms or elsewhere on campus as recognition of student achievement. However, ILTexas will seek parental consent before displaying student artwork, special projects, photographs taken by students, and other original works on the ILTexas website, on any campus or classroom website, in printed materials, by video, or by any other method of mass communication. ILTexas will also seek consent before displaying or publishing an original video or voice recording in this manner.

## **DISTRIBUTION OF MATERIALS OR DOCUMENTS**

#### **School Materials**

Publications prepared by and for ILTexas may be posted or distributed with prior approval by the Principal and/or teacher. Such items may include school posters, brochures, murals, etc.

#### Non-School Materials

Students must obtain express prior approval of the Principal or designee before distributing, posting, selling, or circulating written materials, handbills, photographs, pictures, petitions, films, tapes, posters, or other visual or auditory materials on campus.

Non-school literature shall not be distributed by students on ILTexas property if:

- The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
- The materials endorse actions endangering the health or safety of students.
- The materials promote illegal use of drugs, alcohol, or other controlled substances.
- The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.
- The materials contain defamatory statements about public figures or others.
- The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.
- The materials are hate literature or similar publications that scurrilously attack ethnic, religious, or racial groups or contain content aimed at creating hostility and violence, and the materials would materially and substantially interfere with school activities or the rights of others.
- There is reasonable cause to believe that distribution of the non-school literature would result in material and substantial interference with school activities or the rights of others.

Any student who posts material without prior approval will be subject to disciplinary action in accordance with the Student Code of Conduct. Materials displayed without approval will be removed.

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials over which ILTexas does not exercise control shall not be sold, circulated, or distributed by persons or groups not associated with ILTexas or a school support group on school premises unless the person or group obtains specific prior approval from the Superintendent or designee. To be considered, any non-school material must include the name of the sponsoring organization or individual. The requestor may appeal the Superintendent or designee's decision in accordance with Board policy.

## ACCOMMODATIONS FOR CHILDREN OF MILITARY FAMILIES

Children of military families will be provided flexibility regarding certain school requirements, including:

- Immunization requirements;
- Grade level, course, or educational program placement;
- Eligibility requirements for participating in extracurricular activities; and
- Graduation requirements.

In addition, absences related to a student visiting with his or her parent, including a stepparent or legal guardian, who has been called to active duty for, is on leave from, or is returning from a deployment of at least four months will be excused by ILTexas. The school will permit no more

than five excused absences per year for this purpose. For the absence to be excused, the absence must occur no earlier than the 60th day before deployment or no later than the 30th day after the parent's return from deployment.

## PLEDGES OF ALLEGIANCE AND MOMENT OF SILENCE

Each school day, students will recite the Pledge of Allegiance to the United States flag and the Pledge of Allegiance to the Texas flag. Parents may submit a written request to the Principal or designee to excuse their student from reciting a pledge.

State law requires that one minute of silence will follow recitation of the pledges. Each student may choose to reflect, pray, meditate, or engage in any other silent activity during that minute so long as the silent activity does not interfere with or distract others. In addition, state law requires that ILTexas provide for the observance of one minute of silence at the beginning of the first class period when September 11 falls on a regular school day in remembrance of those who lost their lives on September 11, 2001.

#### RECITATION OF THE DECLARATION OF INDEPENDENCE

State law requires students in social studies classes in grades 3–12 to recite a portion of the text of the Declaration of Independence during "Celebrate Freedom Week." A student will be exempted from this requirement if a parent provides a written statement requesting that the student be excused, ILTexas determines that the student has a conscientious objection to the recitation, or the parent is a representative of a foreign government to whom the United States extends diplomatic immunity.

## PRAYER AND MEDITATION

Students have a right to individually, silently, and voluntarily pray or meditate in school in a manner that does not disrupt instructional or other school activities. ILTexas will not require, encourage, or coerce a student to engage in or refrain from such prayer or mediation during any school activity.

## **DRESS CODE & UNIFORMS**

## ILTEXAS UNIFORM CODE AND POLICY

As authorized by state law and the ILTexas charter, students are required to wear uniforms to school. The purpose of a uniform policy is to promote an environment focused on academic rigor. The wearing of the school uniform signifies community and the student's desire to obtain excellence. Neat, clean grooming for school is expected at all times. Each student is expected to comply with this code during regular school hours. Parents are responsible for ensuring that their child complies with the dress code before the child comes to school. All uniform items must be in

good condition, correctly sized and labeled with the student's name. Students may not deface, add or detract from the uniform, shoes or any uniform accessory. This includes: marking on uniform items, wearing un-hemmed skirts or pants, or wearing other items that are not part of the uniform. A student's citizenship grade may be lowered for a uniform violation. Violations of the dress code may result in disciplinary action. Students who come to school inappropriately dressed may be asked to contact a parent, may be asked to visit the nurse in order to wear available school-provided items, or may be sent home. The ILTexas Administrative team is responsible for interpreting, implementing, and enforcing the dress code policy. The only exceptions to this portion of the handbook would be those pertaining to religious beliefs. In these instances, parents must consult with the administration about their specific concerns and how the dress code would be affected. All decisions about a student's compliance of the dress code are at the discretion of the campus Principal.

Parents must provide their student(s) with the required uniform, except in the case of educationally disadvantaged students as provided in the Texas Education Code. ILTexas may provide a uniform for educationally disadvantaged students. A request for school assistance for purchasing uniforms must be made in writing to the Principal or designee and include evidence of inability to pay. Further details are available in the Principal's office.

- Grooming Students will adhere to the following guidelines in all issues pertaining to grooming.
- Hair Neatness and good grooming are the expectations. Male haircuts should be no longer than the top of the collar. Spiking of the hair is limited to one inch. Mohawks, designs, and fad cuts are not allowed. Students who violate these rules may be sent home and disciplinary action taken.
- Boys may not wear earrings of any type. Body piercing and grills are not acceptable.
- Jackets may be worn to school, but only school-approved jackets are allowed in the classroom.

In addition, the following are not permitted:

- Slippers, moccasins, sandals, high heels, jellies, patent leather, platform shoes, hiking and/or
  work boots (boots of any kind). Shoelaces should either be black or white. No gloves, hats,
  scarves, sweaters (other than approved uniform sweaters), sunglasses, or ear warmers are to be
  worn in the classroom. Large belt buckles and cargo pants are not permitted.
- Inappropriate, offensive, or disruptive clothing or other items are not allowed under any circumstances. Examples include, but are not limited to, clothing depicting or promoting drugs, alcohol, violence, prejudice, or obscenities.
- Appropriate undergarments must be worn at all times.

This is not an all-inclusive list. If students or parents have any questions about a particular article of clothing they should forward those questions to the Principal

#### ELEMENTARY SPECIFIC UNIFORM CODE AND POLICIES

## **IDENTIFICATION BADGES**

Identification badges are considered part of the uniform code. All the students must wear a school identification badge. Students will be given an identification badge at the beginning of the school calendar at no cost. Students shall wear it all the time and display it in a visible location (e.g. worn on the left side of the shirt or sweater) free of any decoration or mutilation during school or any school related activity.

## BADGE REPLACEMENT POLICY

Students with damaged, altered, defaced, or lost ID badges shall purchase a replacement ID badge. A replacement fee of \$5.00 shall be assessed for each occurrence of a lost/damaged ID badges.

## BLOUSES/SHIRTS

White cotton blouses (long or short sleeved) from Academic Outfitters, or school logo white or maroon polo shirts are required for girls. White button down oxford shirts (long or short sleeved) or school logo maroon or white polo shirts are required for boys. Oxford shirts for boys and collar shirts for girls must be worn on dress uniform Mondays. Long sleeves must be buttoned. The hem of the shirts must be fully tucked in and not rolled under. Kindergarten - 5 students may wear the ILTexas maroon or white polo shirt Tuesday through Friday.

## SWEATERS, JACKETS & SPIRIT SWEATSHIRTS

While any jacket, sweater or sweatshirt may be worn to and from school, only ILTexas uniform sweaters/vests/fleece with logos may be worn in the classrooms. All items must be in good condition (not torn or discolored) and must fit appropriately.

## **PANTS**

Pants should be worn appropriately and modestly. Both girls and boys must wear khaki Academic Outfitters uniform pants with their designated shirt style. Boys must wear pants on Mondays. Khaki uniform shorts may be worn Tuesday – Friday.

#### **BELTS**

Students shall wear belts when wearing pants or shorts with belt loops. No designer or logo buckles are permitted.

#### **JUMPERS**

Girls may wear the ILTexas uniform jumper anytime during the school year. Jumpers must be worn on Mondays. As girls grow taller, jumper lengths may need to be adjusted.

## ELEMENTARY SPECIFIC UNIFORM CODE AND POLICIES (CONT.)

#### Modesty Shorts

All girls must wear maroon (plain, with no other colors or designs) modesty shorts under their jumpers. Modesty shorts should be purchased at Academic Outfitters. Long pants may not be worn under the jumper.

## **SOCKS**

Girls must wear solid white socks. Boys must wear solid black socks. Students are not permitted to wear socks with logos. Girls may also wear solid white tights (waist to toes) with jumpers. Leggings are not permitted.

#### SHOES

Girls are required to wear *solid white* shoes with white laces or Velcro. Boys are required to wear *solid black* shoe with black laces or Velcro. Other shoe accessories are not permitted. Shoes and shoelaces should be kept in good condition and replaced when they are outgrown, torn, or otherwise damaged throughout the school year.

## PROFESSIONAL DRESS FOR MONDAYS

All students are required to wear the professional dress uniform on Mondays. Girls must wear the white blouse and jumper. Boys must wear khaki pants with the button down collar oxford shirt and uniform tie. Academic Outfitter sweaters may be worn.

## **Logos**

The only logo permitted is the ILTexas logo. No other logo on any part of the clothing is permitted.

## HEAD WEAR

Students are not permitted to wear hats, caps, visors, sunglasses or other headwear during school hours. All hair accessories and religious head covers must match a color in the jumper.

## HAIR

Hair must be clean, neatly styled, not covering the eyes and be of a naturally occurring hair color. Boys' hair length must be above the eyebrows and no longer than the top of the collar in the back of the uniform shirt. Spiking of the hair is limited to one inch. Mohawks, designs, and fad cuts are not allowed.

#### **JEWELRY**

Girls' jewelry must not pose a distraction. Boys are not permitted to wear earrings. Body piercings are not acceptable.

#### **BACKPACKS**

Backpacks should be an appropriate size for your child. Students are encouraged to limit the weight of their backpack. Rolling backpacks are not permitted in grades K-3. Students in grades 3-5 may utilize rolling backpacks.

## SPIRIT GEAR

Spirit days are designated by each individual campus. Spirit gear may be work on spirit. Spirit Gear is defined as ILTexas Spirit Gear, ILTexas PTO Spirit Gear, Field Day shirts, Honor Choir shirts, etc.

## CASUAL DAYS AND THEMED DRESS DAYS

Casual dress days and themed dress days will be made available at designated times throughout the school year. Casual/themed dress privileges may be revoked for students who do not comply with all dress code policies as determined by the administration.

Schedules of casual days will be determined by the Campus Principal. Clothing worn on casual days or themed dress days must follow the same guidelines for fit and length as comparable uniform items. If there are doubts about whether a particular clothing item is acceptable, best practice is not to wear it.

## NON-PERMITTED CLOTHING ITEMS

- Slippers, moccasins, sandals, high heels, jellies, patent leather, platform shoes, hiking and/or work boots (boots of any kind). Shoelaces should either be black or white. No gloves, hats, scarves, sweaters (other than approved uniform sweaters), sunglasses, or ear warmers are to be worn in the classroom. Large belt buckles and cargo pants are not permitted.
- Sleeveless shirts, shirts that reveal the stomach area, and shirts that are too tight are not permitted.
- Inappropriate, offensive, or disruptive clothing are not allowed under any circumstances. Examples include, but are not limited to, clothing depicting or promoting drugs, alcohol, violence, prejudice, or obscenities.

#### MIDDLE SCHOOL SPECIFIC UNIFORM CODE AND POLICIES

## **GROOMING**

Students will adhere to the following guidelines in all issues pertaining to grooming:

- Hair Neatness and good grooming are the expectations. Male haircuts should be no longer than the top of the collar. Spiking of the hair is limited to one inch. Mohawks, designs, and fad cuts are not allowed. Students who violate these rules may be sent home and disciplinary action may be taken.
- Boys should be clean-shaven every day.
- Grills are not acceptable.

## **IDENTIFICATION BADGES**

Identification badges are considered part of the uniform code. All the students must wear a school identification badge. Students will be given an identification badge at the beginning of the school calendar at no cost. Students shall wear it all the time and display it in a visible location (e.g. on a lanyard worn around neck or other visible location) free of any decoration or mutilation during school or any school related activity.

## BADGE REPLACEMENT POLICY

Students with damaged, altered, defaced, or lost ID badges shall purchase a replacement ID badge. A replacement fee of \$5.00 shall be assessed for each occurrence of a lost/damaged ID badge.

## <u>Shirts</u>

Students are required to wear long or short-sleeved white button-down oxford shirts from Academic Outfitters or white ILTexas Logo polo shirts from Academic Outfitters. Long sleeves on oxford shirt must be buttoned and never rolled up. The hem of all shirts must be fully tucked in all around waist and not rolled under. All shirt buttons, including the buttons on the collar points, must be buttoned during school hours. When a tie is required, the collar button must be buttoned

during school hours. This is the only button that may be undone when not wearing a tie. Girls must wear a tie during Professional Dress Day purchased through Academic Outfitters that are to be worn with their white shirts.

#### **PANTS**

Khaki pants must be worn appropriately and modestly. The following guidelines must be observed:

- Students must not wear pants that fit tightly
- Pants are to be worn at the natural waistline (no "hip huggers" or sagging)
- Hems may not touch the floor

## **BELTS**

Students wearing pants must wear a belt every weekday that is black leather with a small, simple buckle. No designer or logo buckles are permitted. Students may not wear billfold or watch chains that hang from the waist.

## **UNDERSHIRTS**

Students may only wear a solid white, long or short-sleeved T-shirt under the dress shirt or spirit polo shirt. Writing on undershirts or logos is not permitted underneath uniform shirts. Undershirts are to be tucked into the waistband of skirts/pants and the sleeves may not extend beyond the sleeves of the dress/polo shirt.

## Ties for Grades 6-12

ILT plaid ties are required every Monday with white oxford button down shirt.

## BLAZERS FOR GRADES 6-12

Students are required to wear an ILTexas blazer every Monday.

#### **SKIRTS**

Girls may wear either the ILTexas plaid skirt or skorts. Girls must wear a skirt every Formal Dress Monday.

## MODESTY SHORTS

All girls are required to wear modesty shorts or P. E. shorts under skirts. Modesty shorts must not be visible beyond the hem of the skirt.

#### Socks

Students are required to wear solid white socks. Students are not permitted to wear socks with logos or patterns. Girls may wear solid white tights (toe to waist).

## **SHOES**

Formal dress days (Mondays), girls must wear solid black or solid white closed-toe dress shoes or penny loafers. Boys must wear solid black dress shoes.

Optional dress days (Tues-Friday), girls are required to wear solid white or solid black shoes (any kind). Boys are required to wear solid black shoes (any kind). Other shoe accessories are not

permitted. Shoes and shoelaces should be kept in good condition and replaced when they are outgrown, torn, or otherwise damaged throughout the school year. Shoelaces should also be black.

## SWEATERS, JACKETS & SWEATSHIRTS

ILTexas sweaters may be worn Monday through Friday. There is an option of either a sweater vest or long sleeve sweater. Only the ILTexas jacket may be worn Monday through Friday. No other jackets, sweaters or sweatshirts may be worn during school hours.

## **LETTER JACKETS AND LETTERS**

Students may wear ILTexas Letter Jackets Tuesday through Friday.

## Non-ILTexas Logos

Students are not permitted to wear logos on any part of their uniform, including socks, shoes, pants, shirts, etc.

#### HEAD WEAR

Students are not permitted to wear hats, caps, visors, sunglasses or other headwear during school hours. All hair accessories and religious head covers must be of school colors (maroon or white).

#### HAIR

Hair must be clean, neatly styled, not cover the eyes and be of a naturally occurring hair color. Boy's hair length should be no longer than the top of the collar. Boys Grades 9-12 should be clean-shaven every day. Side burns must not be longer than the ear lobe.

## MAKEUP

Girls in Grades 6-12 may wear moderate natural makeup, which may include foundation, blush and mascara. Lip color must be light pink, clear or a color that matches the student's natural lip color. Makeup should be applied at home or in restrooms and cannot be applied in hallways or classrooms. Boys are not permitted to wear makeup.

## NAIL POLISH

Boys are not permitted to wear nail polish.

#### **JEWELRY**

Body piercing (including nose rings), other than ears, is not permitted. Girls are allowed only two earrings per ear. Necklaces should be modest with no large or distracting pendants. No "studded" necklaces or bracelets are allowed, as well as any chain type jewelry or billfold. Earrings should not be longer or wider than two inches from the earlobe. Boys are not permitted to wear earrings.

## **BACKPACKS**

Backpacks should be standard size and free of offensive symbols or words. Rolling backpacks are not permitted in grades K-3 without written instructions from doctor.

#### SPIRIT DAY UNIFORM

ILTexas spirit shirts may be worn with khaki pants, gray slacks or a plaid skirt. Khaki pants must be full length and fit according to pants guidelines. No shorts are allowed. Spirit shirts include class sweatshirts, club and activity polo and athletic polo shirts. Wearing jeans with spirit gear on identified Spirit Days must be approved by the Campus Principal.

## PHYSICAL FITNESS/ATHLETICS UNIFORM

Students in grades 6-12 are required to wear the ILTexas approved physical fitness uniform from Academic Outfitters.

#### HIGH SCHOOL SPECIFIC UNIFORM CODE AND POLICIES

#### **GROOMING**

Students will adhere to the following guidelines in all issues pertaining to grooming:

- Hair Neatness and good grooming are the expectations. Male haircuts should be no longer than the top of the collar. Spiking of the hair is limited to one inch. Mohawks, designs, and fad cuts are not allowed. Students who violate these rules may be sent home and disciplinary action may be taken.
- Boys should be clean-shaven every day.
- Grills are not acceptable.

## **IDENTIFICATION BADGES**

Identification badges are considered part of the uniform code. All the students must wear a school identification badge. Students will be given an identification badge at the beginning of the school year at no cost. Students shall wear it all the time and display it in a visible location (e.g. on a lanyard worn around neck or other visible location) free of any decoration or mutilation during school or any school related activity.

#### BADGE REPLACEMENT POLICY

Students with damaged, altered, defaced, or lost ID badges shall purchase a replacement ID badge. A replacement fee of \$5.00 shall be assessed for each occurrence of a lost/damaged ID badge.

\*Please refer to the ILTexas High School Uniform Information flyer found at our website or the main office for pictures of the uniform.

## **SHIRTS**

Students are required to wear long or short-sleeved white button-down oxford shirts with a tie from Academic Outfitters. Long sleeves on oxford shirt must be buttoned and never rolled up. The hem

Of all shirts must be fully tucked in all around waist and not rolled under. All shirt buttons, including the buttons on the collar points, must be buttoned during school hours.

#### **PANTS**

Grey slacks or khaki pants must be worn appropriately and modestly. The following guidelines must be observed:

- Students must not wear pants that fit tightly
- Pants are to be worn at the natural waistline (no "hip huggers" or sagging)
- Hems may not touch the floor

• Boys must wear grey slacks on Formal Dress Mondays.

## BLAZERS FOR GRADES 9-12

Students are required to wear an ILTexas blazer every Monday.

#### **SKIRTS**

Girls may wear either the ILTexas plaid or khaki skirt. Girls must wear the plaid skirt on Formal Dress Mondays (or grey slacks for Middle and High School). Skirts shall be knee length.

## Ties for Grades 9-12

ILTexas plaid ties are required to be worn with white oxford button down shirt.

#### Belts

Students wearing pants must wear a belt that is black leather with a small, simple buckle. No designer or logo buckles are permitted. Students may not wear wallet or watch chains that hang from the waist.

## **UNDERSHIRTS**

Students may only wear a solid white, long or short-sleeved T-shirt under the oxford shirt. Writing on undershirts or logos is not permitted underneath uniform shirts. Undershirts are to be tucked into the waistband of skirts/pants and the sleeves may not extend beyond the sleeves of the dress/polo shirt.

## Socks

Boys are required to wear solid black socks. Girls must wear solid knee length white socks or solid white tights. Students are not permitted to wear socks with logos or patterns.

## **SHOES**

Girls must wear flat, solid black, closed-toe dress shoes. Boys must wear solid black dress shoes; laces or loafers are acceptable. During Spirit/Casual Days, shoes must be closed-toe with no heel.

## SWEATERS, JACKETS & SWEATSHIRTS

A solid maroon, white, black, or grey cardigan (button up or closed v-neck sweater) may be worn Monday through Friday. Only the ILTexas blazer or jackets with the ILTexas logo may be worn Monday through Friday. *No other jackets, sweaters or sweatshirts may be worn during school hours*.

## Non-ILTEXAS LOGOS

Students are not permitted to wear logos on any part of their uniform, including socks, shoes, pants, shirts, etc.

#### HEAD WEAR

Students are not permitted to wear hats, caps, visors, sunglasses or other headwear during school hours. All hair accessories and religious head covers must be of school colors (maroon or white).

#### HAIR

Hair must be clean, neatly styled, and away from the face and be of a naturally occurring hair color. Boy's hair length should be no longer than the top of the collar. Boys Grades 9-12 should be clean-shaven every day. Sideburns must not be longer than the earlobe.

## MAKEUP (GRADES 9-12)

Girls may wear moderate natural makeup. Lip color must be light pink, clear or a color that matches the student's natural lip color. Makeup should be applied at home or in restrooms and cannot be applied in hallways or classrooms. Boys are not permitted to wear makeup.

## NAIL POLISH (GRADES 9-12)

Boys are not permitted to wear nail polish.

## JEWELRY (GRADES 9-12)

Body piercings other than the ears are not permitted. Girls are allowed only one earring per ear. Necklaces should be modest with no large or distracting pendants. No "studded" necklaces or gauges are allowed. Earrings should not be longer or wider than one inch from the earlobe. Boys are not permitted to wear earrings.

## BACKPACKS (GRADES 9-12)

Backpacks should be standard size and free of offensive symbols or words.

## SPIRIT DAY UNIFORM (GRADES 9-12)

Students will be allowed to wear a college or school t-shirt with jeans on spirit days. These days will be scheduled in advance. No shorts are allowed. Spirit shirts include class sweatshirts, club and activity polo and athletic polo shirts. Jeans must be clean denim (no holes and/or tattered). All requests for new spirit gear must be approved by the Campus Principal.

## PHYSICAL FITNESS/ATHLETICS UNIFORM

Students in grades 6-12 are required to wear the ILTexas approved physical fitnessuniform from Academic Outfitters. The tennis shoes for the athletic wear can be of any brand, color and style as long as the shoe is appropriate for exercise.

## **DRESS DAYS**

- FORMAL DRESS DAYS Formal dress days will be every Monday and on special events that will be scheduled in advance.
- NON-FORMAL (REGULAR) DRESS DAYS These days include Tuesday through Friday.
- SPIRIT DAYS Students are allowed to wear a college or school shirt with jeans on spirit days. No shorts and non-ILTexas skirts are allowed. These days will be scheduled in advance.
- CASUAL DRESS DAYS Similar to Spirit Days, but students are allowed to wear a regular appropriate shirt. These days will be scheduled in advance.
- FRIDAYS (HIGH SCHOOL ONLY) Students have the option to wear an ILTexas polo on Fridays.

If students or parents have any questions about a particular article of clothing, they should forward those questions to the Principal.

## EXTRACURRICULAR ACTIVITIES AND ATHLETICS

## PHILOSOPHY STATEMENT

We believe that physical activity is an integral component of a student's intellectual, social, and emotional development. The athletic program of ILTexas is designed to complement and foster our academic goals. We offer every student the opportunity to participate in a variety of programs provided they are able to maintain a level of academic performance consistent with our school mission. Our goal is the development of our students who are able to meet and balance the demands of our rigorous curriculum as well as the challenges of our extracurricular activities and sports programs.

#### ELIGIBILTY AND COMMITMENT REQUIREMENTS

To be eligible to participate in competitions or performances for extracurricular activities a student must have no grade below a 70 in any class at a six-week marking period.

Exception: The first grade check for eligibility will be at the end of the 6-week period at the beginning of each year. Grades in AP/Honors courses will be included. Students enrolled in AP courses may have one grade per students per semester exempted from the no grade below 70 rule. The grade may not be below a 60 and must be in an AP course. Grades in regular courses are not exempted. The student must attend mandatory tutorials in the failed course until the grade is raised to passing. Only one grade per student per semester may be exempted. Failure to attend all tutorials will result in loss of the exemption.

- Beginning with the first grading cycle, grades for eligibility will be taken each six weeks.
- A student failing at a grading cycle will lose eligibility to compete.
- Eligibility may be regained at any three-week progress period if the progress report in the failed class(es) indicates a passing grade. Three-week progress reports will not be used to withdraw a student's eligibility, only to restore it. A student may not regain eligibility before a three-week progress report period.
- The calendar will note on which day the books close for a given marking period. From that date each student has a seven calendar day grace period to compete or perform before any restriction to participation occurs. Any grace days taken at the beginning of the period of ineligibility will be added to the end of the period. The ineligibility period is in effect for fifteen consecutive school days.

A student must also be on grade level in order to participate at the beginning of the school year.

• 7th - 9th = Promotion

10th = 6 credits
 11th = 13 credits
 12th = 21 credits

#### OTHER QUALIFICATIONS

A student who is ineligible to compete or perform in extracurricular activities may continue to practice or rehearse with the team or troupe during the period of ineligibility. All ineligible students are required to attend tutorials in failed classes and must be excused from rehearsal/practice without penalty. A student who fails a course in the 4<sup>th</sup> grading cycle, yet passes the course for the year, will be ineligible for competition or performance until the sixth grading cycle of the next academic year. A student who fails a course for the year, but makes up and passes the course in the summer, will be eligible to compete and perform the next school year.

In the time period from 12:00 a.m. Monday through 4:15 p.m. on Friday, no team or other activity may practice, rehearse, or meet for more than 8 hours. This time limitation is exclusive of games or performances or other competition events. The District Athletic Director or Campus Athletic Coordinator monitors academic qualifications and that students, coaches and advisors are held accountable. In disputed cases, the decision of the Principal will be final.

## STUDENT ATHLETIC CODE

It is the desire of the administration and coaching staff of ILTexas that being an athlete will be an integral part of his/her secondary educational experience. Being and ILTexas athlete is a privilege and is one that carries with it many responsibilities. As athletes at ILTexas our young people have a standard to reflect and uphold. That standard is one of positive leadership, character, responsibility, and a competitive spirit. Participation in the educational athletic program and/or TCSAAL or University Interscholastic League contests is not a right, but a privilege. No student is required to take part in athletic contests or activities. Therefore, it is imperative that all students participating in athletics understand the regulations that can be found below while conforming to the rules therein. Student athletes failing to follow these regulations or failing to live up to the ILTexas Student Code of Conduct, Random Student Drug Testing policy and/or the Co-Curricular policy can have athletic participation privileges removed by the supervision coach.

The following regulations will be in effect for all athletes in ILTexas, both on and off the field of play, in order to be eligible to participate in any competitive sport practice or program directly related to improvement in a sport.

- 1. The athlete must refrain from the use of profanity or resorting to illegal tactics. Temper fits, flagrant rules violations, etc., will not be tolerated.
- 2. He/She must learn that both winning and losing are a part of the game and that you have to win or lose with class and emotional maturity.
- 3. Total Respect for officials is an absolute must; any disrespect from athletes or fans will not be tolerated.
- 4. Any behavior contrary to the above mentioned or any other act, which is not conducive to good sportsmanship, may result in disciplinary action at the coach's discretion, which may include removal from the contest.

Participation in educational athletics is a privilege, not a right; therefore, there are certain standards

which must be maintained.

- 1. <u>Uniformity:</u> Athletes travel quite frequently to other schools, towns, communities, restaurants, etc., as representatives of ILTexas; therefore, they should be groomed in a manner in which our community, school and sponsors will be proud. We expect our athletes to set the example for our school in the area of grooming and personal appearance.
- 2. <u>Dress:</u> The athlete should be neatly dressed and in compliance with all ILTexas, TCSAAL & UIL policies.
  - a. <u>Hair:</u> All athletes who represent ILTexas School District, will be properly dressed and hair will be neatly cut per the Student Code of Conduct. No haircuts or hair color (including the use of feathers in any form clipped, banded, or attached permanently) outside of the TCSAAL/UIL Guidelines or Student Code of Conduct will be allowed for playoffs or any other contests. This includes males bleaching their hair blonde, Mohawks, or cutting numbers/designs in their hair, etc. Long hair must be pulled back out of the student athlete's face during practices and competitions.
  - b. **Jewelry:** No jewelry will be allowed during practices or games (piercings, including new piercings must be removed during practice and games). Not only is this a safety issue, but it is also in accordance with TCSAAL and UIL rules for practice and competition.

## DISRESPECT TO A TEACHER OR COACH

Any act of disrespect by a student athlete to his/her teacher, support staff, coach or member of school administration will be handled on an individual basis. Punishment will be up to the discretion of the coach.

## THE FOLLOWING RULES APPLY TO ALL ATHLETES AT ALL TIMES:

- 1. <u>Tobacco use, drinking of alcoholic beverages and abusive drugs</u> will not be tolerated in athletics at any time during his/her school career. Punishment will be in accordance with the ILTexas Co-Curricular Contract. Also, ILTexas requires that all participants in athletics for grades 7-12 may undergo random drug testing in accordance with the ILTexas Random Student Drug Testing Policy.
- 2. <u>Theft:</u> Taking things from other players, students, school, etc. will not be tolerated. Consequences will be determined on a case-by-case basis and up to coach's discretion.
- 3. <u>Hazing/fighting/bullying</u> or any physical harm to another student may result in consequences including but not limited to a potential loss of athletic privileges. Discipline is up to coach's discretion.
- 4. Athletes assigned to <u>ISS (In School Suspension)</u>/ <u>OSS (Off Campus Suspension) or administrative behavioral placements</u> will lose all extracurricular privileges for each school day served in said placement. Additional consequences for high school student athletes will be left up to the Head Coach's discretion.
- 5. **School Equipment**: The athlete shall not wear or use school equipment for personal use. Equipment may not be removed from school property without permission from his/her coach. All articles of the school-issued uniform must be returned at the conclusion of the

- competitive season. The athlete is financially responsible for all equipment checked out to him/her that is either not returned or returned as damaged.
- 6. **Quitting**: A student/athlete who decides to quit one sport and enter another will be ineligible for participation in another sport until the end of the season for the sport for which he/she has quit, or unless the head coaches of both sports mutually agree to the student/athlete's participation. A student/athlete quitting a sport after the first contest will forfeit any award for that sport.
- 7. **Practice and Game Regulations:** A coach must be contacted ahead of time if an athlete must miss a practice or game. Missing any type of practice or game will result in an appropriate type of make-up work. No electronic devices or backpacks will be allowed during practices or games.
- 8. <u>Parent/Doctor's Notes</u>: We will accept a parent's note for an athlete to sit out of practice due to an illness/injury for a maximum of three days. After three days a note from a doctor or Athletic Trainer will be required indicating the injury and anticipated inactivity. If after the three days we do not have a doctor's note, the absences will be counted as unexcused absences and consequences will be assessed according to coach's discretion.
- 9. School vs. Club Expectations: All school practices and games will take priority over club practices and games. A student can participate on a select/club team while participating on a school team; however, missing a scheduled school event to participate in a non-school event will count as an unexcused absence. If a student misses one school event/game, they will be suspended the following corresponding number of events/games in middle schools. For this purpose, a tournament will be considered two games. In high school, it is the head coach's discretion.
- 10. <u>Travel</u>: All athletes in Middle School and High School represent the community, school and coaches. All athletes will travel to the competition with their team. High school students will also return on the bus unless an emergency type situation occurs or prior arrangements have been made with the Head Coach. Middle school students will be picked up by their parent/guardian at the site of their in town games.
- 11. <u>Tutoring</u> and any re-tests all reasonable efforts should be made to schedule these outside of practice time.
- 12. **Athletic concerns or problems** will be addressed in this order:
  - a. Athlete/coach
  - b. Athlete/parent or guardian/coach
  - c. Athlete/parent or guardian/coach/athletic coordinator
  - d. Athlete/parent or guardian/coach/athletic coordinator/athletic director/principal

## ARRIVAL ON CAMPUS AND PARTICIPATION IN AFTER SCHOOL ACTIVITIES

Students that arrive after 10:00 a.m., even with parental permission, will not be allowed to participate in activities that include contests, dramatic rehearsals and performances, and club activities on that day. Students who arrive after 10:00 because of a doctor's appointment are not subject to this policy. Any student who is at a doctor's appointment will need to bring a note from the doctor when arriving on campus

Athletics is a privilege, not a right. Student athletes are held to higher standards and will be expected to meet all athletic requirements. Therefore, non-compliance with any athletic requests will be subject to disciplinary actions.

# LETTER JACKETS AND LETTERS

Students in grades 9-12 have the opportunity to be awarded a letter in Fine Arts, Academics, and Athletics. These are awarded in the fall following the completion of the academic school year. Basic criteria include citizenship, commitment to the program, and leadership. For the specific requirements of these awards, see the sponsor of the activity in which you with to receive a letter.

# ATHLETIC PARTICIPATION FEE

There is an extra-curricular sports fee of \$25.00, representing a security deposit for the return of equipment and a fee for athletic apparel and equipment, for all student athletes. This fee is only assessed to student-athletes who are selected as a member of any sports team and not a requirement to "try-out" for the team. Student-Athletes are deemed "members" of the team upon entry to the official team roster by the respective coach. This fee is a one-time assessment and in the instance of a student-athlete being selected and participating in multiple sports, the fee will not be assessed for the subsequent sports/teams. Thus, the minimum and maximum yearly fee for any student-athlete will be \$25.00. Application for exemption of paying this fee due to financial hardship will be available to the parent(s) or guardian(s) at the time of the parent meeting.

# EXTRA CLUBS AND ORGANIZATIONS

Participation in clubs and organizations is a privilege that allows students the opportunity to develop leadership skills, special talents, and new interests. Participation is a privilege, and therefore, students must meet all of the requirements set forth in this handbook. ILTexas recognizes that the learning process is not confined to the classroom and that school life and social interchange are very important aspects of the educational process. We endeavor to provide a well-balanced extracurricular program. To supplement the basic educational programs and to provide opportunities for students to learn in various school settings, a comprehensive extracurricular activity program is available. Each school activity is organized to accomplish four major goals:

- 1. School Service: perform various activities to enhance the school's academic function.
- 2. Community Service: support a community activity in line with the functions of the student group.
- 3. Fundraising Activities: raise money to carry out defined activities.
- 4. Social Activities: provide an opportunity for students to socialize through group activities.

Each extracurricular activity should compete on a yearly basis, at least one activity corresponding to the above stated purposes. The following extra-curricular activities may be offered:

Band
Baseball
Basketball
Choir
Cross Country
Debate
Flag Football
Model UN (GEMUN)
Orchestra

Soccer Softball Student Council Swimming (TBD) Tennis (TBD) Track and Field Volleyball

# Honor Societies (NJHS and NHS)

Requirements for becoming a member in the National Junior Honor Society (NJHS) in grades 7 and 8 include an average GPA of 95.0 with no grade lower than 90.0. Maintaining membership requires an average of 90.0.

Membership in the National Honor Society is open to any eligible student in grade 10, 11, or 12 who has been enrolled for a minimum period of one semester. Students achieve membership because they are held in the highest regard in all aspects of their student life. To become a member of the Senior National Honor Society students must be enrolled in at least four courses in the core curriculum areas of English, Foreign Language, Social Studies, Mathematics, and Science. Students must earn an overall 92.0 weighted average. Maintaining membership requires an overall 88.0 average. In order to be a member of the National Honor Society students must be outstanding in the areas of Scholarship, Service, Leadership and Character.

The Honor Society Committee (as assigned by the Principal) ultimately will determine those students who have upheld, to the highest degree, the standards that are required. Specific requirements include:

- Scholarship. Students must have a minimum of grade A in all academic courses.
- *Leadership*. Students should have demonstrated leadership. It is helpful if students have held a variety of offices with the school and community. These offices should have required the student to demonstrate a variety of skills and abilities.
- *Character*. Students should actively demonstrate the qualities of honesty, responsibility, fairness, courtesy, tolerance and cooperation.
- *Service*. The student should have made significant contributions to the school, classmates and community. Such contributions should be readily identifiable.

# STUDENT COUNCIL

The ILTexas Student Council meets regularly. The student body elects the Student Council that is responsible for organizing social activities on behalf of the students and for determining student needs and opinions on matters affecting them. The Council works closely with both the student body and administration in an effort to build a stronger school community.

<sup>\*</sup>In addition, a variety of after school clubs may be offered.

# GRADING PROGRAM, PROMOTION STANDARDS, GRADUATION REQUIREMENTS

Grading and reporting should focus on student growth and learning in a climate of high expectations. Instructional emphasis should be placed on the accomplishment of defined school goals. Student progress will be assessed every six-weeks, using several rubrics, which include portfolios, verbal assessments and written formats, such as tests and quizzes. Additionally, students will be administered an End of Cycle Assessment (ECA) at the end of each grading period.

# OTHERS BEFORE SELF SERVICE LEARNING PROJECT

In order to both teach and highlight our "Others Before Self" motto in theory and action, every student at ILTexas will need to complete an "Others Before Self" service learning project in collaboration with their grade level peers. Further, ILTexas high school students are required to complete a total of 60 service hours by the time they graduate (or 15 hours for every year they attend ILTexas). These credit hours can be completed outside of the school and they can be completed during their class service project. The hours need to be turned in monthly to their counselor using the ILTexas Community Volunteer Service Hours Tracking Sheet.

# TEST RETAKES FOR GRADES K-12

Students who earn a grade below 70 on a test are eligible for a retake (with the exception of district benchmarks and high school semester exams). The student may not earn a grade higher than a 70%. The score recorded on the grade book will be the higher of the two. Tests may be retaken only once. Re-takes must be done within 10 instructional days.

# Late Work for Grades 3-5

All assignments are expected to be turned in on time. If assignments are turned in late, the grade will be affected by the following adjustments:

- On the 1st day of class that the assignment is due, the student will be able to earn a maximum grade of 100%.
- On the 2nd day of class, the student will be able to earn a maximum grade of 90%
- On the 3rd day of class, the student will be able to earn a maximum grade of 70%,

# LATE WORK FOR GRADES 6-12

All assignments are expected to be turned in on time. Students who turn in assignments one class period or more after the due date will earn a maximum grade of 70%. Additionally, students who turn in work two or more days after the due date may face further discipline consequences (see table below). Students who attend after-school tutoring or Saturday tutoring may be able to earn grades above the minimum (based on campus principal and instructor discretion).

• On time: Maximum grade of 100%

• One Class Period Late: Maximum grade of 70%

# HOMEWORK AND TEST PROCEDURE FOR GRADES 1-12

It is the student's responsibility to turn in homework on the assigned date. When absent, students must obtain the missed assignments and make up the work in accordance with the procedure for excused absences. Please reference <u>ILTexas.org</u> for links to teacher pages for class specific information.

# MANDATORY HOMEWORK ACADEMY

Failure is not an option at ILTexas, and our objective is to ensure that every student demonstrates "Mastery of the Material." Students are expected to complete and to turn in their homework or other assignments when they are due. For students in grades 4 and higher, failure to turn in homework will result in the student being required to stay at school that day to complete the assignment. Parents will be contacted by School Messenger that the student will be staying that day to complete the assignment. The details of each campus Homework Academy will be determined at the campus level by the Campus Principal.

# MAKING UP WORK FOR EXCUSED ABSENCES

Students who have missed work due to an excused absence have as many class days to make up the work as they were absent. All work assigned before the student absence will be due the day the student returns to class. If a student misses one class, the student will have one additional class day to turn in the assignment.

If a student has missed several days due to an excused absence, parents should contact the teacher to determine a reasonable plan to help their child catch up on missed work. The late work procedure does not apply to an excused absence.

# MAKING UP WORK FOR **UNEXCUSED** ABSENCES

Students with unexcused absences are required to make-up and demonstrate mastery for all missed daily work. Major work may be made up; however, the grade will be no higher than 70%.

#### PROMOTION STANDARDS

In order for ILTexas students to be promoted to the next grade level, students must demonstrate proficiency in the subject matter of the course or grade level. To earn credit in a course, a student must demonstrate mastery on grade level standards and meet ILTexas' requirements for attendance. For English Language Learners, the Grade Placement Committee (GPC) in consultation with the Language Proficiency Assessment Committee (LPAC) will determine promotion standards. For students with disabilities, the campus ARD/IEP committee will determine the promotion status based on mastery of IEP goals and objectives and /or course requirements.

Additionally, the Texas Legislature created The Student Success Initiative (SSI) to ensure that students receive the instruction and support they need to be academically successful in reading and mathematics. Under SSI, students in 5th and 8th grade must pass the STAAR reading and math tests.

ILTexas Promotion standards include (see next page):

Grade Level	Promotion Standards
220,01	
KINDER AND 1	<ul> <li>Students must make satisfactory progress (S) towards mastery of at least 70% of the grade level TEKS delineated on the report card.</li> <li>Students must have sufficient attendance*</li> </ul>
2	<ul> <li>Students must pass High Frequency Word Test – Recognizing and reading words that appear very often in written and spoken language.</li> <li>State requirement of overall yearly average of 70 or above and local requirement of an average of 70 or above in reading/language arts, mathematics, and science or social studies.</li> <li>Students must have sufficient attendance*</li> </ul>
3, 4 and 5	<ul> <li>Students must pass STAAR (State of Texas Assessment of Academic Readiness) in reading and math. If STAAR is not mastered, the campus GPC may take into consideration locally developed assessments that assess the same TEKS measured on STAAR.</li> <li>State requirement of overall yearly average of 70 or above and local requirement of an average of 70 or above in reading, other language arts, mathematics, and science or social studies.</li> <li>Students must have sufficient attendance*</li> </ul>
6, 7 AND 8	<ul> <li>Students must pass STAAR in reading and math.</li> <li>A student who fails (under 70% average) two (2) or more core classes may not advance to the next grade.</li> <li>If the above criteria is not met, the campus GPC may take into consideration locally developed assessments that assess the same TEKS measured on STAAR.</li> <li>Students must have sufficient attendance*</li> </ul>
9-12	<ul> <li>Students are promoted based on their total accumulated course credits prior to the beginning of the next school year.</li> <li>Individual course credit is earned through a passing grade of 70% or above and sufficient attendance*</li> </ul>

<sup>\*</sup>Sufficient attendance: A student's total number of absences should not exceed 10% of class meetings from the date of enrollment.

# **GPA EXEMPT COURSES**

All courses taken during the regular school year at ILTexas shall count toward GPA except for the following: aide positions, study hall, peer tutoring, college credits that are not dual credits credit by examination credits, & SAT prep class.

# CALCULATION OF WEIGHTED LOCAL GPA

Only courses taken at ILTexas count towards local GPA. Local GPA is base on a 100 point scale. Further, weightings are based on the following scale:

Advance Placement/Dual Credit	1.15
Honors/Pre-AP	1.1
All other courses	1

# VALEDICTORIAN AND SALUTATORIAN REQUIREMENTS

Graduating seniors with the highest and second highest cumulative local weighted grade point average as determined at the end of the spring semester of the senior year and carried out three decimal places, will be eligible to serve as the Valedictorian and Salutatorian respectively. In the event of a tie for Valedictorian, the student with the highest number of AP and Dual Credit classes taken shall be declared the Valedictorian. If still tied, the person with the highest SAT score will be designated Valedictorian. All courses and corresponding numeric grades earned to determine GPA must not be modified in content and must be identified by the state as a regular, honors, and/or AP course in order to qualify for Valedictorian and Salutatorian.

Each ILTexas High School shall have a Valedictorian and Salutatorian. Candidates shall be in attendance at the awarding High School continuously, commencing with enrollment no later than the first day of the second six-week grading period of the student's junior year until graduation. The Valedictorian shall be the eligible graduate with the highest local GPA; the Salutatorian shall be the eligible graduate with the second highest local GPA.

Further, all senior Honors students are recognized at Graduation based on the following criteria:

Honor	Criteria
Highest Honors	• 97.5+ Local GPA
	<ul> <li>Completed a minimum of 15 community service hours per year (enrolled at ILTexas)</li> </ul>
	<ul> <li>Has successfully completed a min. of 5 dual credit and/or AP courses.</li> </ul>
	Exemplifies the ILTexas Core Leadership Traits
	Demonstrated growth in language proficiency (English, Spanish,
	and Mandarin Chinese), as measured by ACTFL Guidelines
High Honors	• 95+ Local GPA
	Completed a minimum of 15 community service hours per year (enrolled at ILTexas)
	<ul> <li>Has successfully completed a min. of 3 dual credit and/or AP courses.</li> </ul>

- Exemplifies the ILTexas Core Leadership Traits
- Demonstrated growth in language proficiency (English, Spanish, and Mandarin Chinese), as measured by ACTFL Guidelines

# GRADING SYSTEM AND GRADE REPORTING

# KINDERGARTEN AND 1<sup>ST</sup> GRADE STANDARD BASED REPORT CARDS

- E- Excellent Progress towards mastering standard
- **S Satisfactory** Progress towards mastering standard
- N Needs Support
- U- Unsatisfactory progress towards mastering standard
- M- Met Standard

# EVALUATION OF CREDITS FOR TRANSFER STUDENTS

ILTexas accepts credits from other schools accredited by the State of Texas and accredited schools from other states. Courses will be evaluated by a counselor to determine if the course meets the requirements for graduation from a Texas high school, as well as from ILTexas. All transfer grades earned in accredited schools will be converted to ILTexas grading scale and course designation consistent with ILTexas standards (though only courses taken at ILTexas count towards GPA class rank). Only a "P" (pass) will be designated for credits earned through home school or non-accredited schools.

# **EVALUATION OF FOREIGN TRANSCRIPTS**

A transfer student who has been attending a non-US affiliated foreign school should have his/her transcript evaluated for appropriate placement at an ILTexas high school by the Principal or his/her designee. In most cases the student will not be placed higher than the eleventh grade and no more than eight credits will be awarded per school year.

Although credit will be given for appropriate, comparable courses passed, grade points and grades will not be awarded for courses from non-US affiliated foreign schools. Only a "P" (pass) will be designated for credits earned in foreign schools that are non-US affiliated.

# GRADE CONVERSION FOR TRANSCRIPTS WITH LETTER GRADES

Conversion of letter grades to numerical grades for students transferring in with letter grades from accredited schools will be based on numerical equivalents (reminder: only courses taken at ILTexas count towards GPS/class rank). Conversion of out-of-country students' grade equivalency will be determined by evaluation of the students' transcripts. A plus or a minus attached to a letter grade shall be converted as follows:

A + = 98	B + = 88	C + = 78
A = 95	B = 85	C = 75
A - = 92	B - = 82	D = 72
F = 69		

Student academic evaluation is achieved through the use of a grading system. An average grade of 70 is required for successful completion of a course. The grading system of ILTexas shall be in accordance with the following scale:

On 10	00 Scale:	On 4.0 Scale
A	90 - 100	4.0
В	80 - 89	3.0
C	70 - 79	2.0
*D	70	1.0 (for transfer of grades from <b>dual credit</b> courses)
F	69 and below	0.0

To earn credit in a course, a student must receive a grade of 70 or higher based upon specific course or campus standards and meet minimum attendance requirements. Guidelines for grading must be in compliance with district policy and shall be communicated to students and parents upon the student's enrollment.

# SEMESTER AVERAGE

85% Average of the three grading periods

15% End of semester exam

#### SIX WEEKS AVERAGES AND WEIGHTING OF GRADES

- Students will have a minimum of three grades per week per subject entered into the gradebook.
- Students will have a minimum of three exam or major project grades per grading cycle entered into the gradebook.
- Quizzes shall be weighted as exams
- K-2: Exams and Major Projects- 50%, Daily Assignments and Homework 50%
- 3-5: Exams and Major Projects- 50%, Daily Assignments and Homework 50%
- 6-8: Exams and Major Projects- 50%, Daily Assignments and Homework 50%
- 9-12: Exams and Major Projects- 50%, Daily Assignments and Homework 50%

One-half credit may be earned in one semester. Students who fail either semester of a yearlong course may be permitted to continue the course and by cumulative grade average of 70 or higher for both semesters to receive credit for both semesters. Grades from correspondence courses, credit by exam, summer school, online courses, dual credit courses or credit recovery may be averaged with regular session semester grades to earn credit for both semesters of a yearlong course.

# END OF COURSE EXAMS

# END-OF-COURSE (EOC'S) REQUIRED FOR GRADUATION

- English I (reading and writing on a single test and given one score)
- English II (reading and writing on a single test and given one score)
- \*English III
- Algebra I
- \*Algebra II
- US History
- Biology

\*Not a state requirement, nor an FSP graduation requirement. However, an ILTexas requirement

#### Individual Graduation Committee Decisions

A student who was enrolled in the 11th or 12th grade for the 2014–2015, 2015–2016, or 2016–2017 school year and who has failed the EOC assessment graduation requirements for no more than two courses may receive a high school diploma if the student has qualified to graduate by means of an individual graduation committee ("IGC"). A student may not graduate under an IGC if the student did not take each required EOC assessment or an approved substitute assessment for each course for which there is an EOC assessment.

Please see the Principal for more information on the makeup of an IGC and all other requirements for graduation.

# ILTEXAS HIGH SCHOOL ACADEMICS

# PERFORMANCE LABELS

The labels for the performance categories are



#### ACCELERATED INSTRUCTION

Accelerated instruction will be provided for all students that fail to meet the Level 2: Satisfactory Standard on any end-of-course (EOC) exam. Parents and students will receive

information in regards to Accelerated Instruction if they are deficient in any EOC tested area. According to state law, Accelerated Instruction may require participation before or after normal school hours and may include participation at times of the year outside of normal school operations.

# For the Class of 2018 and beyond

When the 83rd Texas Legislature passed House Bill 5 into law, high school graduation plans changed for all students who enter high school during the 2014-15 school year and thereafter. The bill provides more flexibility for high school students to pursue either higher education or a career. Generally speaking, House Bill 5 established a single graduation plan, the Foundation High School Program (FHSP). Students will also have the opportunity to build on the FHSP by earning Endorsements, Performance Acknowledgements, and a Distinguished Level of Achievement. Students will need to declare their preferred endorsement area, in writing, by the beginning of their 9th grade year. Students will be able to change their endorsement at any time. An endorsement is basically an opportunity for students to select a "major" during their high school career.

The endorsement areas are:

Arts & Humanities
Business & Industry
Multidisciplinary
Public Service
Science, Technology, Engineering & Math (STEM)
NOTE: To earn the STEM endorsement students MUST take Algebra II, Chemistry&
Physics in concert with other Foundation + Endorsement Program requirements

ILTexas offers courses to meet endorsements in all areas. There are specific course requirements in the foundation curriculum based on the Endorsement selected.

ADDITIONAL INFORMATION REGARDING THE FHSP AND GRADUATION PLANS FOR STUDENTS ENTERING GRADE 9 PRIOR TO THE 2014–2015 SCHOOL YEAR MAY BE OBTAINED FROM THE PRINCIPAL.

# **GRADE CLASSIFICATION**

The following standards apply to grade classification. Standing is determined at the start of each school year. Classification is for the complete school year.

# **CORE CLASSIFICATION**

Four English: I, II, III, IV, and/or other approved English course

Four Math: Algebra I, Algebra II, Geometry, and/or other approved Math course

Four Science: Biology, Environmental Systems/Scientific Research and Design, Chemistry, Physics, and/or other approve Science course

Four Social Studies: World Geography, World History, US History, Gov't/Eco, and/or other approved Social Studies course

# *Freshman*

A student entering high school for the first time or having fewer than six credits.

# TO BECOME A SOPHOMORE

A student who has earned a minimum of 6 credits with 3 of the 6 earned in Core courses will be classified as a sophomore. Min. of 6 total credits: 3 credits earned from any of the following courses:

- English I
- Algebra I
- Biology
- World Geography or other required social studies

# TO BECOME A JUNIOR

A student who has earned a minimum of 12 credits with 6 of the 12 earned in Core courses will be classified as a junior.

Min. of 12 total credits: 6 credits from any of the following courses:

- English I, II
- Algebra I, Algebra II, Geometry or other required math course
- Biology, Chemistry, Physics, or other approved Science course
- World Geography, World History or other required social studies course

# TO BECOME A SENIOR

A student who has earned a minimum of 18 credits with 10 of the 18 in Core courses and who is enrolled in a program that will allow for graduation will be classified as a senior.

Min. of 18 total credits: 10 credits from any of the following courses:

- English I, II, III
- Algebra I, Algebra II, Geometry or other required math course
- Biology, Chemistry, Environmental Systems, Physics, or other required science course
- World Geography, World History, US History, or other required social studies course.

Students that are enrolled in the correct number of credits to graduate in the current school year may also be classified as a senior with principal approval.

# CLASS LOADS

ILTexas high schools have 10 period block schedules. All students must be enrolled in all 10 classes, unless they are participating in the dual credit program or a qualifying internship.

# CREDIT BY EXAM (CBE) FOR ACCELERATION

ILTexas uses examinations and guidelines established by the State Board of Education to offer credit and acceleration by exam. Credit by examination may not be available for courses that require students to successfully complete an end-of-course exam.

# If a Student has Prior Instruction

A student in grades 6–12 who has previously taken a course or subject (but did not receive credit for it) may, in circumstances determined by the Principal or designee, be permitted to earn credit by passing an exam on the essential knowledge and skills defined for the course or subject. To receive credit, a student must score at least 70% on the exam.

The Attendance Review Committee may also offer a student with excessive absences an opportunity to receive credit for a course by passing an exam.

# If a Student Has Not Taken the Course

A student will be permitted to take an exam to earn credit for an academic course or subject area for which the student has had no prior instruction or to accelerate to the next grade level. The exams offered by ILTexas are approved by the Board of Directors. The dates on which exams are scheduled during the academic year will be published in an appropriate school publication and on the ILTexas website.

A student in grade 6 or above will earn course credit with a passing score of at least 80 on the exam, or a score designated by the state for an exam that has alternate scoring standards. A student may take an exam to earn course credit no more than twice. If a student fails to achieve the designated score on the approved exam before the beginning of the school year in which the student would need to enroll in the course according to the school's course sequence, the student must complete the course.

If a student plans to take an exam, the student (or parent) must register with the Principal no later than 30 days prior to the scheduled testing date. ILTexas will not honor a request by a parent to administer a test on a date other than the published dates. If ILTexas agrees to administer a test other than the one chosen by the school, the student's parent will be responsible for the cost of the exam.

# CREDIT RECOVERY GUIDELINES

The goal of the ILTexas Credit Recovery Program is to assist students deficient in credits. It is the responsibility of each student to be aware of their progress toward a diploma and to take full advantage of the assistance available. Please contact the individual campus for additional information. ILTexas utilizes the Plato/Edmentum courseware to assist with credit recovery.

High school students who fail a course may recover credit through the following options:

- 1. Correspondence
- 2. Credit by Examination
- 3. Summer School
- 4. On-line courses
- 5. Dual-credit
- 6. Repeating the class during the school day
- 7. Credit Recovery class scheduled before or after school

# PLATO FOR INITIAL CREDIT

Plato courses may be used for initial credit, pending both counselor and principal approval. The preference is for students to receive face to face instruction in a traditional setting for initial credit; however, there may be scenarios (schedule conflicts, singleton courses, students needing a course not offered, CTE, etc.) where we will need to look to the Plato catalogue of courses as an option. Plato courses taken for initial credit will receive a weight of 1.0, regardless of level or rigor.

# SUMMER SCHOOL

Course Fees	Course fees will not exceed \$200 per course					
Purposes  * Credit Recovery for high school students, and * Initial Credit (pending counselor and administrator appro						
State Required Summer School (No Fee)						
* ESY (Extended School Year) for special education students who may qualify  * Accelerated instruction for all high school students who must re-take End of Course  (EOC) assessments						

# The following information pertains to all grade levels:

- Any cost associated with any Credit Recovery or courses for acceleration outside of the school day will be the responsibility of the student and parent.
- Course progress will be checked weekly and good attendance and effort must be evident or the student may be dismissed from the credit recovery class with no refund.
- For dual credit courses, transportation to and from the college campus either outside of the school day or during the school day will be the responsibility of the student and parent.
- Seniors planning to participate in graduation must provide proof of credit earned and recorded at least seven school days before graduation. All other students must provide proof of credit prior to the start of the following school year in order to receive credit that would result in promotion to the next grade level. Reclassification is only done each year prior to the start of school except when students are classified as juniors who are enrolled in courses for the second semester that would enable them to graduate if completed successfully will be reclassified as seniors at mid-term. Students must seek prior approval from appropriate campus staff before enrolling in any of the credit recovery options.
- Students should refer to existing guidelines for details regarding Correspondence, Credit by Exam, Dual-Credit, Summer School and On-line Courses.
- Final decisions regarding placement in credit recovery rest with the campus principal.

# Secondary Language Programing for Grades 6-12

# Languages Other Than English



The LOTE courses offered at the International Leadership of Texas are Spanish and Mandarin Chinese.

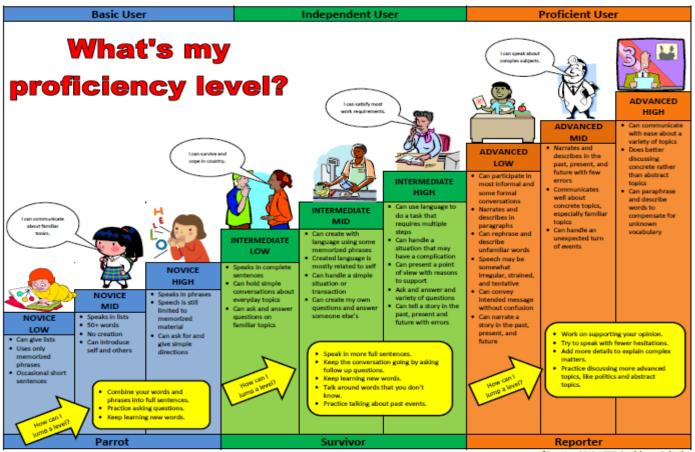
The language courses concentrate on developing the Novice to Advanced High skills of listening, speaking, reading, and writing. The proficiency level objectives are based on the scale of the American Council of Teachers of Foreign Languages (ACTFL) and the TEKS and 5 Cs form the core of the standards-based instruction in the LOTE classroom.

Students will need to consult with their perspective college or university's admissions office to determine the language requirements for admission.

#### Language Performance:

A student may earn Arts & Humanities and Multidisciplinary Studies Endorsements by completing foundation and general endorsement requirements.

A student may earn a Performance Acknowledgement in Bilingualism and Biliteracy for outstanding performance on an AP Spanish, AP Chinese exam or AAPPL assessment by completing the distinguished level of achievement requirements.



Based on 2012 ACTFL Proficiency Guidelines

# ILTexas LOTE 6-8 Spanish and Chinese PEIMS codes and Equivalence Numbers

The following are the ILTexas approved course names that will be used for scheduling and placement purposes. Each campus is to consult the following lists and the ILTexas Trilingual Trajectory.

Middle				End of Course	
School Course Names ALL Pre-AP	PEIMS Code	Skyward Curriculum Key	Equivalence Number	ACTFL / TEA Proficiency	Credits
	*HS code			Expectations	
Spanish Novice A	3443000	SPANNAMS	1	NM - NH	0
Spanish Novice B	3443100	SPANNBMS	2	NH - IL	0
Spanish Intermediate A	3443200	SPANIAMS	3	IL - IM	0
Spanish Intermediate B	3443300	SPANIBMS	4	IM - IH	0
Spanish Advanced A	3440500 *	SPANAAMS	5	IH - AM	1
Spanish Advanced B	3440600 *	SPANABMS	6	AM - AH	1

Middle					
School Course Names ALL Pre-AP	PEIMS Code	Skyward Curriculum Key	Equivalence Number	ACTFL / TEA Proficiency Expectations	Credits
Chinese Novice A	3493000	CHINAMS	1	NM - NH	0
Chinese Novice B	3493100	CHINBMS	2	NH - IL	0
Chinese Intermediate A	3493200	CHIIAMS	3	IL - IM	0
Chinese Intermediate B	3493300	CHIIBMS	4	IM – IH	0

# **ILTexas LOTE 9-12 Spanish and Chinese PEIMS codes and Equivalence Numbers**

The following are the ILTexas approved course names that will be used for scheduling and placement purposes. Each campus is to consult the following lists and the ILTexas Trilingual Trajectory.

High School Course Names ALL Pre-AP	PEIMS Code	Skyward Curriculum Key	Equivalence Number	End of Course ACTFL / TEA Proficiency Expectations	Credits
Spanish Novice A	3440100	SPANNA	1	NM - NH	1
Spanish Novice B	3440200	SPANNB	2	NH - IL	1
Spanish Intermediate A	3440300	SPANIA	3	IL - IM	1
Spanish Intermediate B	3440400	SPANIB	4	IM - IH	1
Spanish Advanced A	3440500	SPANAA	5	IH - AM	1
Spanish Advanced B	3440600	SPANAB	6	AM - AH	1
Spanish AP Language & Culture	A3440100	APSPANLA	7 – AP	AH +	1
Spanish AP Literature & Culture	A3440200	APSPANLIT	7 – AP	AH +	1
Spanish AP Literature & Culture	3440800	SPANLITB	7	AH +	1

- B					
The Art of Interpretation & Translation Services (Spanish)	3240200	SPANINTR	7	AH +	0.5
Career Exploration & Application of Spanish	3240300	SPANEXAP	7	AH +	0.5
Community Internship (Spanish)		SPAINT	7	AH+	1

High School Course Names  ALL Pre-AP	PEIMS Code	Skyward Curriculum Key	Equivalence Number	End of Course ACTFL / TEA Proficiency Expectations	Credits
Chinese Novice A	3490100	CHINA	1	NM - NH	1
Chinese Novice B	3490200	CHINB	2	NH - IL	1
Chinese Intermediate A	3490300	CHIIA	3	IL - IM	1
Chinese Intermediate B	3490400	CHIIB	4	IM - IH	1
Chinese Advanced A	3490500	APCHINLA	5	IH - AL	1
Chinese AP Language & Culture	A3490400	CHIINTR	7 – AP	IH AL AM	1
The Art of Interpretation & Translation Services (Chinese)	3240200	CHIEXAP	7	AH +	0.5
Career Exploration & Application of Chinese	3240300	CHININT	7	AH +	0.5
Community Internship (Chinese)			7	AH+	1

# **ILTexas LOTE 9-12 Spanish and Chinese PEIMS codes and Equivalence Numbers**

The following are the ILTexas approved course names that will be used for scheduling and placement purposes. Each campus is to consult the following lists and the ILTexas Trilingual Trajectory.

High School Course Names  Pre-AP = ∴	PEIMS Code	Skyward Curriculum Key	TEKS Equivalence Number	End of Course ACTFL / TEA Proficiency Expectations/Goals	Credits
Spanish Novice A	3440100	SPANNA	1	NM - NH	1
Spanish Novice B	3440200	SPANNB	2	NH - IL	1
Spanish Intermediate A	3440300	SPANIA	3	IL - IM	1
Spanish Intermediate B :	3440400	SPANIB	4	IM - IH	1
Spanish Advanced A	3440500	SPANAA	5	IH - AH	1
Spanish Advanced B	3440600	SPANAB	6	AM - AH	1
Spanish AP Language & Culture	A3440100	APSPANLA	7 – AP	AH+	1
Spanish AP Literature & Culture	A3440200	APSPANLIT	7 – AP	AH+	1
Spanish AP Literature & Culture-B	3440800	SPANLITB	7	AH+	1
The Art of Interpretation &	84600100	SPANINTR	7	AH+	0.5
Translation Services (Spanish)					
Career Exploration & Application of Spanish	84600300	SPANEXAP	7	AH +	0.5

High School Course Names Pre-AP = ∴	PEIMS Code	Skyward Curriculu m Key	TEKS Equivalenc e Number	End of Course ACTFL / TEA Proficiency Expectations/Goals	Credits
Chinese Novice A	3490100	CHINA	1	NM - NH	1
Chinese Novice B	3490200	CHINB	2	NH - IL	1
Chinese Intermediate A	3490300	CHIIA	3	IL - IM	1
Chinese Intermediate B	3490400	CHIIB	4	IM - IH	1
Chinese AP Language &	A3490400	APCHINL	7 – AP	IH AL AM	1
Culture		Α			
The Art of Interpretation &	84600200	CHIINTR	7	AH +	0.5
<b>Translation Services</b>					
(Chinese)					
Career Exploration &	84600400	CHIEXAP	7	AH +	0.5
Application of Chinese					

# ILTEXAS STUDENT GRADUATE PROFILE

Content Area	Credits	Courses
English	4	English I, II, III, IV, or approved alternate courses
Math	4	Algebra 1, Geometry, Algebra II, plus an additional math course or approved alternate courses
Science	4	Biology, Environmental Science/Scientific Research and Design, Chemistry, Physics or approved alternate courses
Social Studies	4	World Geography, World History, US History, Government/Economics
Spanish Language	4	See Trajectory Chart Above
Chinese Language	4	See Trajectory Chart Above
Physical Education	4	Physical Fitness I, II, III, IV, or approved alternate courses
Communications	N/A	Demonstrated Proficiency
Fine Arts	1	Choir, Band, Orchestra, Dance, Theater, or approved alternate courses
Additional Electives	5	Additional Math courses, Technology courses, or approved courses of the students choosing may satisfy the elective requirement.

<sup>\*</sup>At Principal's discretion, ILTexas may also honor the graduation requirements set forth by the Texas Education Agency: http://tea.texas.gov/WorkArea/DownloadAsset.aspx?id=2147509385

# **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 behavioraltering 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: <a href="https://www.cdc.gov">www.cdc.gov</a> and the Texas Department of State Health Services ("DSHS"): <a href="https://www.dshs.tx.us/idcu/disease/meningitis/">https://www.dshs.tx.us/idcu/disease/meningitis/</a>.

#### DISPENSING OF PRESCRIPTION MEDICATIONS AT SCHOOL

ILTexas 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's Nurse Practice Act, ILTexas will not administer medications prescribed or filled 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.

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- 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 students' 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 prescribing 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 per the Student Code of Conduct.

#### 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 devise 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, Epi-pen, 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: <a href="http://www.dshs.state.tx.us/idcu/investigation/conditions/">http://www.dshs.state.tx.us/idcu/investigation/conditions/</a>.

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

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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 <a href="https://webds.dshs.state.tx.us/immco/default.aspx">https://webds.dshs.state.tx.us/immco/default.aspx</a>. 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.

# SUPPLEMENTAL DISTRICT INFORMATION

# 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. In other circumstances:

- 1. The Principal or designee shall verify and record the identity of the official and request an explanation of the need to question or interview the student at school.
- 2. The Principal or designee ordinarily will make reasonable efforts to notify the student's parent, unless the interviewer raises what the Principal or designee considers to be a valid objection.
- 3. The Principal or designee ordinarily will be present during the questioning or interview, unless the interviewer raises what the Principal or designee considers to be a valid objection.

When the investigation involves allegations of child abuse, special rules apply.

# Students Taken into Custody

State law requires ILTexas to permit a student to be taken into legal custody:

- 1. Pursuant to an order of the juvenile court;
- 2. Pursuant to the laws of arrest;
- 4. By a law enforcement officer if there is probable cause to believe the student has engaged in conduct that violates a penal law, delinquent conduct or conduct in need of supervision, or conduct that violates a condition of probation imposed by the juvenile court;
- 5. By a probation officer if there is a probable cause to believe the student has violated a condition of probation imposed by the juvenile court;
- 6. Pursuant to a properly issued directive to apprehend; or
- 7. By an authorized representative of the Texas Department of Family and Protective Services ("TDFPS"), a law enforcement officer, or a juvenile probation officer, without a court order, under the conditions set out in Section 262.104 of the Texas Family Code relating to the student's physical health or safety.

Before a student is released to a law enforcement officer or other legally authorized person, the Principal or designee will verify the officer's identity and, to the best of his or her ability, verify the official's authority to take custody of the student.

The Principal or designee will immediately notify the Superintendent and will ordinarily attempt to notify the parent unless the officer or other authorized person raises what the Principal or designee considers to be a valid objection to notifying the parents. Because the Principal or designee does not have the authority to prevent or delay a student's release to a law enforcement officer, any notification will most likely be after the fact.

# CHILD ABUSE REPORTING AND PROGRAMS

ILTexas provides child abuse anti-victimization programs and cooperates with official child abuse investigators as required by law. The school also provides training to its teachers and students in preventing and addressing incidents of sexual abuse and other maltreatment of children, including knowledge of likely warning signs indicating that a child may be a victim of sexual abuse or maltreatment. Assistance, interventions and counseling options are also available.

The school's administration shall cooperate with law enforcement investigations of child abuse, including investigations by the Texas Department of Protective and Family Services. School officials may not refuse to permit an investigator to interview a student who is alleged to be a victim of abuse or neglect at school. School officials may not require the investigator to permit school personnel to be present during an interview conducted at school.

Investigations at school may be conducted by authorized law enforcement or state agencies without prior notification or consent of the student's parent, if necessary.

# PLAN FOR ADDRESSING SEXUAL ABUSE AND OTHER MALTREATMENT OF CHILDREN

# What is Sexual Abuse of a Child?

The Texas Family Code defines "sexual abuse" as any sexual conduct harmful to a child's mental, emotional, or physical welfare as well as, in certain circumstances, failure to make a reasonable effort to prevent sexual conduct harmful to a child.

#### What is Other Maltreatment of a Child?

Under State law, "other maltreatment" of a child includes "abuse" or "neglect," as defined by Texas Family Code sections 261.001 and 261.401.

#### Reporting Obligation

Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility, under state law, for reporting the suspected abuse or neglect to law enforcement or to the Texas Department of Family and Protective Services ("DFPS"). Reports may be made by contacting one of the following:

- Texas Abuse Hotline: 1-800-252-5400 or, in non-emergency situations only; http://www.txabusehotline.org;
- Your local police department; or
- Call 911 for emergency situations.

ILTexas has established a plan for addressing child sexual abuse and other maltreatment of children (the "Plan"). The Plan is addressed in this section of the Handbook.

# Methods for Increasing Awareness Regarding Sexual Abuse or Other Maltreatment of Children

For Staff: ILTexas annually trains staff in all content areas addressed in the Plan. Training is provided by campus staff, administrative staff, or outside agencies as determined by the campus administration.

For Students: School counseling staff will address issues to increase awareness regarding sexual abuse and other maltreatment of children and anti-victimization programs with age appropriate conversation and materials no less than once per school year. These discussions will occur in classroom group settings.

For Parents: Parents must be aware of warning signs indicating that their child may have been or is being sexually abused or otherwise maltreated. A child who has experienced sexual abuse or other maltreatment should be encouraged to seek out a trusted adult. Be aware as a parent or other trusted adult that evidence of sexual abuse or other maltreatment may be more indirect than disclosures or signs of physical abuse. It is important to remain calm and comforting if your child, or another child, confides in you. Reassure the child that he or she did the right thing in coming to you.

The fact that the abuser is a parent or other family member does not remove your obligation to protect the child. Parents who permit their child to remain in a situation where he or she may be injured or abused may also be subject to prosecution for child abuse. And, if you are frightened for your own safety or that of your child, you should call 911 or 1-800-252-5400.

Also remember that parents are legally responsible for the care of their children and must provide their children with safe and adequate food, clothing, shelter, protection, medical care and supervision, or arrange for someone else to provide these things. Failure to do so may be considered neglect.

The Principal or designee will provide information regarding counseling options available in your area for you and your child if your child is a victim of sexual abuse or other maltreatment. The DFPS also provides early abuse intervention through counseling programs. Services available in your county can be accessed at the following web address: http://www.dfps.state.tx.us/Prevention\_and\_Early\_Intervention/Programs\_Available\_In\_Your\_County/default.asp.

# These websites are also helpful:

- Texas Education Agency Prevention of Child Abuse Overview: http://tea.texas.gov/Texas\_Schools/Safe\_and\_Healthy\_Schools/Child\_Abuse\_Prevention/Child\_Abuse\_Prevention of Child\_Abuse\_Prevention
- Sexual Abuse Prevention Programs:
  - https://www.childwelfare.gov/topics/preventing/programs/sexualabuse/
- Promoting Healthy Families in Your Neighborhood: https://www.childwelfare.gov/pubPDFs/packet.pdf
- Signs of Child Abuse:
  - http://www.keepkidshealthy.com/welcome/commonproblems/child\_abuse.html
- DFPS Prevent Child Abuse (HelpandHope.org) http://helpandhope.org
- DFPS How to Report Child Abuse or Neglect http://www.dfps.state.tx.us/Contact\_us/report\_abuse.asp
- Texas Attorney General What Can We Do About Child Abuse? https://www.texasattorneygeneral.gov/cvs/what-can-we-do-about-child-abuse
- Prevent Child Abuse.org Texas Chapter www.preventchildabusetexas.org
- Texas Council on Family Violence Abuse Prevention Links http://www.tcfv.org/

Likely Warning Signs of Sexual Abuse or Other Maltreatment

Psychological and behavioral signs of possible sexual abuse or other maltreatment may include:

- Nightmares, sleep problems, extreme fears without an obvious explanation.
- Sudden or unexplained personality changes; becoming withdrawn, angry, moody, clingy, "checking out" or showing significant changes in eating habits.
- Depression or irritability.

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- An older child behaving like a young child, for example, bedwetting or thumb sucking.
- Developing fear of certain places or resisting being alone with an adult or young person for unknown reasons.
- Resistance to routine bathing, toileting, or removing clothes, even in appropriate situations.
- Play, writing, drawings, or dreams of sexual or frightening images.
- Refusal to talk about a secret he or she has with an adult or older child.
- Leaving clues that seem likely to provoke a discussion about sexual issues.
- Using new or adult words for body parts.
- Engaging in adult-like sexual activities with toys, objects or other children.
- Developing special relationships with older friends that may include unexplained money, gifts, or privileges.
- Intentionally harming him or herself, for example, drug/alcohol use, cutting, burring, running away, and sexual promiscuity.
- Thinking of self or body as repulsive, dirty, or bad.
- Becoming increasingly secretive about Internet or telephone use.

Physical symptoms of possible sexual abuse or other maltreatment include:

- Stomachaches or illness, often with no identifiable reason.
- Difficulty in walking or sitting.
- Stained or bloody underwear.
- Genital or rectal pain, itching, swelling, redness, or discharge.
- Bruises or other injuries in the genital or rectal area.
- Unexplained soreness, pain or bruises around mouth, sexually transmitted disease, or pregnancy.

Any one sign does not necessarily mean that a child has been sexually abused or maltreated, but the presence of several signs is the time you should begin asking questions and seeking help. Often signs first emerge at other times of stress, such as during a divorce, death of a family member or pet, problems at school or with friends, or other traumatic or anxiety-inducing events.

#### Actions That a Child Who Is a Victim of Sexual Abuse or Other Maltreatment Should Take

During student awareness sessions concerning sexual abuse and other maltreatment issues, students will be encouraged to tell a trusted adult in a private and confidential conversation if they have been a victim of sexual abuse or other maltreatment or have been in situations that make them feel uncomfortable in any way. School employees are trained to take appropriate actions to help the child obtain assistance and to follow proper reporting procedures. Older students will also be provided with local crisis hotline numbers to obtain assistance.

#### **Available Counseling Options**

A list of counseling providers can be found at:

http://www.dfps.state.tx.us/Prevention\_and\_Early\_Intervention/Programs\_Available\_In\_Your\_County/

#### FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

#### Statement of Nondiscrimination

ILTexas prohibits discrimination, including harassment, against any student on the basis of race, color, religions, gender, national origin, disability, age, or any other basis prohibited by law. ILTexas also prohibits dating violence, as defined by this Handbook. Retaliation against anyone involved in the complaint process is a violation of school policy.

#### Discrimination

For purposes of this Handbook, discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, gender, national origin, disability, age, or any other basis prohibited by law and that adversely affects the student.

#### **Prohibited Harassment**

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student's race, color, religion, gender, national origin, disability, age, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

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

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening or intimidating conduct; offensive jokes; name calling, slurs, or rumors; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

# Sexual Harassment and Gender-Related Harassment

In compliance with the requirements of Title IX, ILTexas does not discriminate on the basis of sex in its educational programs or activities. Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

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

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

ILTexas also does not tolerate sexual harassment of a student by school employees. Romantic or inappropriate social relationships between students and school employees are prohibited. Any sexual relationship between a student and a school employee is always prohibited, even if consensual.

Sexual harassment of a student by a school employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

- A school employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
- The conduct is so severe, persistent, or pervasive that it:
  - Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
  - o Creates an intimidating, threatening, hostile, or abusive educational environment.

Gender-based harassment includes harassment based on a student's gender, expression by the student of stereotypical characteristics associated with the student's gender, or the student's failure to conform to stereotypical behavior related to gender.

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include, but not be limited to, offensive jokes, name-calling, slurs, or

rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

# **Dating Violence**

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other partner. Examples of dating violence against a student may include physical or sexual assaults, name-calling, put-downs, threats to hurt the student or the student's family members or members of the student's household, destroying property belonging to the student, threats to commit suicide or homicide if the student ends the relationship, attempts to isolate the student from friends and family, stalking, or encouraging others to engaged in these behaviors.

For purposes of this Handbook, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

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

#### Retaliation

ILTexas prohibits retaliation against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation. Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a school investigation regarding discrimination or harassment is subject to appropriate discipline.

# Reporting Procedures

Any student who believes that he or she has experienced prohibited discrimination, harassment, or retaliation ("prohibited conduct") or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, counselor, the Campus Principal, or the designated Compliance Coordinator. Any school employee who receives a report of prohibited conduct must immediately relay the report to the Campus Principal.

Upon receipt of a report of prohibited conduct, the Campus Principal will immediately notify the appropriate Compliance Coordinator designated to investigate the complaint, as follows:

- 1. Reports of prohibited conduct based on sex, including sexual harassment will be directed to the local Title IX Coordinator: Angela Marcellus, Director of Student Services.
- 2. Reports of prohibited conduct based on race, color, national origin, religion, or age will be directed to the Title VII/ADEA Coordinator: Angela Marcellus, Director of Student Services.
- 3. Reports of prohibited conduct based on disability will be directed to the ADA/Section 504 Coordinator: Angela Marcellus, Director of Student Services.
- 4. A student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports of prohibited conduct against a Campus Principal should be submitted to the designated Compliance Coordinator. Reports against a Compliance Coordinator may be directed to the Superintendent.

#### **Investigation of Complaints**

Students and parents are encouraged to report potential prohibited conduct as soon as possible, so that the school may conduct a thorough and efficient investigation. After receiving a complaint of potential prohibited conduct, the school may,

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but need not, require the student to prepare a written report. Oral complaints will be reduced to written form. When appropriate, the school may take interim action to avoid additional opportunities for discrimination, harassment, or retaliation.

Upon receipt of a complaint, the Compliance Coordinator or designee shall promptly authorize and undertake an investigation. Following completion of the investigation, the Compliance Coordinator or designee will prepare a written decision regarding the complaint.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and any others with knowledge of the circumstances surrounding the allegations. If the results of the investigation establish that prohibited conduct occurred, the school shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the prohibited conduct and prevent its recurrence. The school may take disciplinary action based on the results of an investigation, even if the school concludes that the conduct did not rise to the level of prohibited conduct prohibited by law or policy.

# **Confidentiality**

To the greatest extent possible, ILTexas will respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

#### Appeal

A student or parent who is dissatisfied with the outcome of the investigation may appeal through the process set forth in the "Parent and Student Complaints and Grievances" process beginning on page 44 of this handbook. The student and/or parent shall also be informed of his or her right to file a complaint with the United States Department of Education, Office for Civil Rights.

#### FREEDOM FROM BULLYING AND CYBER-BULLYING

ILTexas prohibits bulling as defined by this Handbook, as well as retaliation against anyone involved in the complaint process. Bullying occurs when a student or group of students engages in written or verbal expression, expression through electronic methods, or physical conduct against another student on school property, at a school-sponsored or -related activity, or in a district operated vehicle, and the behavior:

- Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or
- Is sufficiently severe, persistent, and pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.

This conduct is considered bullying if it exploits an imbalance of power between the student perpetrator(s) and the student victim through written or verbal expression or physical conduct and if it interferes with a student's education or substantially disrupts the operation of the school.

ILTexas also prohibits cyber-bullying, which is defined as the use of any electronic communication device to engage in bullying or intimidation.

# Reporting Procedures

Any student who believes that he or she has experienced any form of bullying or believes that another student has experienced bullying should immediately report the alleged acts to the Campus Principal or designee, a teacher, counselor, or other school employee. A report may be made orally or in writing. Any school employee who receives notice that a student has or may have experienced bullying shall immediately notify the Campus Principal or designee.

# Investigation of Report

The Campus Principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited harassment, and if so proceed under that policy instead. The Campus Principal or designee shall conduct an appropriate investigation based on the allegations in the report, and shall take prompt interim action calculated to prevent bullying during the course of an investigation, if appropriate.

The Campus Principal or designee shall prepare a written report of the investigation, including a determination of whether bullying occurred. If the results of an investigation indicated that bullying occurred, the school shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct in accordance with the Student Code of Conduct. ILTexas may take action based on the results of an investigation, even if the school concludes that the conduct did not rise to the level of bullying under this policy.

# **Confidentiality**

To the greatest extent possible, ILTexas shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.

#### Appeal

A student or parent who is dissatisfied with the outcome of the investigation may appeal through the ILTexas grievance procedure.

#### 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 declines 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.

# **HONOR CODE**

"I pledge to uphold the honor of the International Leadership of Texas Honor Code and that all the work bearing my name is my own."

#### Our Honor Code:

- I will not lie, cheat, or steal nor tolerate those who do.
- I will serve others before self.
- I will be a servant leader.
- I will treat others with Respect and Dignity
- I will be a Statesman in my advocacy of my ideals and beliefs.

Every student is expected to uphold the highest standards of honor with regard to academics, activities, and other related pursuits. By means of the Honor Code, students practice responsible leadership, accept personal responsibility, and develop strong character to create an atmosphere free from suspicion. Violation of the Honor Code includes but is not limited to cheating, plagiarism, forgery, which are considered severe discipline problems and are subject to disciplinary action within the by-laws of the Honor Code. We believe that students can and must take responsibility for establishing and maintaining standards for their own behavior. At its core, the Honor Code is based on mutual respect and trust. It serves as a written model for what is expected from students. It also serves as a pledge to uphold the school's values while maintaining college preparation as the number one priority.

Taking responsibility for one's actions is vital to the maturity of each individual. The trust among all students in the school builds confidence in the overall school community and enables each student to be grounded in the leadership core values of COURAGE and INTEGRITY which guide the student's every decision.

Teachers may require students to write the full honor code on major assignments. Actions or attempted actions that run counter to these perceptions are violations to the honor code.

- A student's word is expected to be the complete truth; therefore, lying and forgery are violations of the honor code.
- A student's work is expected to be his/her own, unless properly credited; therefore, plagiarism and cheating are violations of the honor code.
- The property of others is to be respected; therefore, stealing no matter how minor is a violation of the honor code.

In situations that seem unclear, it is each student's responsibility to check with the teacher or principals regarding the honor code. Ignorance of the honor code will not be an excuse for a violation. Students who witness an honor code violation are strongly encouraged to report the action to the teacher who will notify the Campus Principal. Witnessing an honor code violation and reporting it constitutes honorable behavior and is an expectation for all students. Students may opt to report a violation through an anonymous referral. Working together, we can ALL create a community of learners that value hard work, creativity, and commitment to college success. It is crucial that every member of ILTexas community – students, parents, staff, and trustees – understands the importance of the International Leadership of Texas Honor Code and strives to maintain its integrity.

# ACADEMIC HONESTY

The International Leadership of Texas Honor Code is based on the belief that true learning depends on honesty. The International Leadership of Texas community acts on the basis of mutual trust and respect between all members of the community. As a result, students are expected to demonstrate integrity and individual responsibility, both personally and academically, in order to maintain a fair and honest environment. Students who commit themselves to upholding the International Leadership of Texas Honor Code will be instilled with a sense of honor and integrity that will last beyond their high school years.

- PLAGIARISM is a form of dishonesty where a student presents the work of another as one's own. Plagiarism is the taking of ideas, writing, etc. from another and submitting them as one's own (Webster's New World Dictionary). It is important to acknowledge that plagiarism is not only the stealing of words but also of ideas. Plagiarism includes, but is not limited to:
  - Copying word for word and turning in as your own work information from books, magazines, essays, the Internet, etc.
  - Rewording or rewriting text and information from documents not originally written by you and turning it in as your own work without proper citation.
  - Paraphrasing with minimal word changes (citing the source or not).
  - Borrowing ideas and patterns of thought without proper citation.
  - Printing an essay from the Internet and turning it in as your own work.
- COLLABORATION on independent homework/assignments or tests will not be permitted unless permission has
  been secured from the teacher allowing for cooperative or group work. Students are permitted to receive
  assistance or guidance from others, but the entirety of the work itself and the content must always be the
  student's own.
- COPYING and submitting the work of another or submitting work done by another is an act of academic dishonesty.
- ALLOWING ANOTHER STUDENT to copy one's work, quiz, test, or submit one's work, quiz, or test is an act of academic dishonesty.
- CHEATING is defined by Webster's dictionary as "dealing with dishonesty for one's own gain." Dishonesty promotes bad character and prevents students from gaining a full grasp of information presented to them. Cheating also prevents teachers from fully evaluating the progress of students and is a form of theft. Cheating includes, but is not limited to:

- Using a "cheat sheet" or other unauthorized notes during a test or quiz.
- Looking at someone else's paper for an answer on a test or quiz and changing an answer.
- Having someone else do all or part of your homework or assignment for you
- Failing to mark an answer wrong when self-grading.
- Telling others or asking others the content of an exam or quiz.
- Giving a student or using an old test without teacher permission.
- Looking at an exam prior to taking it without teacher permission.
- Copying someone else's homework or other assignment.
- Using old assignments written by you or someone else instead of creating new work.
- Using an online translator or other translation in place of your own.
- Copying material during an examination or quiz
- Using unauthorized notes or devices
- Submitting falsified information for grading purposes
- Obtaining a copy of and/or information about an examination or quiz without the knowledge and consent of the teacher
- Submitting a paper or project which is not the student's work
- Impersonating a student to assist the student academically
- Stealing or accepting stolen copies of tests or answer keys
- Altering a teacher's grade book
- Falsifying information for applications (i.e. college scholarships)
- Using professional help such as an author, expert, or purchased service in violation of guidelines established by the teacher
- Unlawfully copying computer software or data created by others
- Any other violation intended to obtain credit for work which is not one's own

# ACADEMIC CONSEQUENCES (IMMEDIATE)

If a student is suspected of plagiarism or any other form of academic dishonesty, the following procedure will be followed:

- The student's exam, test, or quiz, or assignment will be confiscated by the teacher.
- The paper, exam, test, quiz, or assignment will be submitted to an Administrator for consideration.
- The student will be required to meet with the teacher and the Campus Principal for review of the student's work with consequences up to and including dismissal/expulsion from school, in accordance with the ILTexas Student Code of Conduct.

The following general procedures shall be applied:

#### FIRST OFFENSE

In general, consequences for a first offense may include, but not be limited to, the following:

1. Meeting with the parent(s) followed by written notification to the parent of the academic integrity policy.

#### ADDITIONAL OR MORE SERIOUS OFFENSES

Additional or more serious incidents of academic dishonesty or plagiarism shall be dealt with more severely. Consequences for any offense beyond the first or a more serious initial offense may include:

- 1. Meeting with the parent(s); and
- 2. One to three days of out of school suspension (up to five if referred for expulsion).
- 3. Notification to the student's post-high school counselor and any faculty members writing a college/university letter of recommendation;
- 4. No public recognition of the student at any senior honors function (if applicable);

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- 5. No distinguished scholar recognition (if applicable);
- 6. No scholarship money granted to the student by International Leadership of Texas, or any other school affiliated organization; or
- 7. A withdrawn failing grade from the class in which the additional offense occurred and placement in a restricted study hall after withdrawal from the course.

Furthermore, faculty members will have full access to any disciplinary records documenting academic dishonesty for the purpose of writing letters of recommendation.

#### **EXPULSION**

Students who commit one or more of the following offenses may be recommended for expulsion, in accordance with the Student Code of Conduct:

- 1. Theft, sales or distribution of any materials including, but not limited to, examinations and/or quizzes;
- 2. Breaking into and/or examining a teacher's personal possessions (e.g., desk, files, cabinet, etc.) to obtain or view evaluation instruments;
- 3. Changing and/or falsifying a grade in a teacher's grade book, on the computer or through other school devices used to record student grades; or
- 4. Unauthorized possession of a stolen evaluation instrument.

The student, who commits a serious violation of the academic honesty policy, as noted above, may receive an "F" grade for the course as reported on the permanent record, whether or not the student is expelled from school. The "F" designation shall denote no course credit and shall be the equivalent of a failing grade ("F") for purposes of calculating the student's cumulative grade point average.

# PARENT INVOLVEMENT/PTO

# **ENGAGING OUR PARENTS**

ILTexas believes in the importance of partnerships that support education. We believe that parents are an essential partner in the education of students, and over 30 years of research supports this belief. We know that a parent is a child's first and most important teacher, and a great deal of learning occurs before children begin school. We rely on the guidance parents provide their children and the insights they provide us as educators.

Parental involvement in education is necessary in order to create a stronger, safer, and more enriching future for our ILTexas students.

We invite you to help us help your child by practicing some of these basic standards of good parenting:

• Read together	Monitor and limit use of electronics
Establish a daily family routine	Schedule and keep daily homework time
Monitor out-of-school activities	• Talk regularly with your children and listen to what they have to say
• Communicate positive values: respect, hard work, and responsibility	• Express high expectations and offer praise and encouragement for achievement

Furthermore, you are highly encouraged to join your campus Parent Teacher Organization (PTO). The PTO is an essential part of ILTexas. Campus PTOs work hard at enriching our students' education and building stronger bonds between the campus and the home. Although the PTO works very closely with the campus and campus principal, it is a separate entity. Campuses will have a wall mounted locked box in the reception area and cafeteria, where parents or students can make their PTO deposits (to which only the PTO will have a key).

#### COMMUNICATION

A healthy school environment requires ample and appropriate communication between all members of the school community. Communication requires regularly scheduled progress conferences, reports, and timely responses to other issues that arise. If you feel this is not occurring, please contact your student's teacher first, then the appropriate school Administrator. Appropriate communication is respectful of the time, opinion, and feelings of others. It is directed toward the person charged with solving the problem or knowing the answer to the question. To help you determine who the appropriate individual is with ownership of an issue, please consult the school's directory.

# **ILTEXAS.ORG**

The ILTexas website is a primary source of communication for our parent community. All families are encouraged to regularly view the website for updated information. Please make the website one of your "favorites." All important information is posted on the front page of the website.

# PARENT/TEACHER CONFERENCES

Parents will be actively involved in their child's education. They will have scheduled meetings with their child and teacher periodically during the year to review goals and progress. Methods in which the child can be supported outside of school in order to expand on the learning occurring at school will be discussed. Parents will want to participate in the demonstration and presentation nights. They are encouraged to share their knowledge, talents and interests/expertise with students in large and small groups or with students working on individual projects.

# PARENT VOLUNTEERS (VOLUNTEERS IN PUBLIC SCHOOLS - VIPS)

The International Leadership of Texas volunteer program, Volunteers in Public Schools (VIPS), consists of all people who donate their time and talents to assist our schools in enriching the learning environment. Everyone who volunteers in our schools is a VIPS volunteer. Some of the volunteers are mentors, tutors, business partners, PTO members, booster club backers, Campus Improvement Committee (CIC) participants, and homeroom parents. All campuses will have a Volunteer Coordinator working with the VIPS program. The Volunteer Coordinator will assist the school in meeting the educational needs of the students by matching the volunteers' abilities/preferences to those needs.

Strong parental involvement is a key component of any successful school. Parents, as well as relatives and friends, are encouraged to participate in a wide variety of volunteer opportunities available through the campus Parent Teacher Organization (PTO). The PTO aims to:

- Facilitate communication between the school and parents as well as between parents
- Provide essential support to the school and its staff
- Promote age appropriate social activities for students
- Foster a sense of inclusion and community within our school family

# VOLUNTEER BACKGROUND CHECKS

All volunteers who will be working in the school or around students must consent to a background check, which will be conducted by the school. If you did not complete the Volunteer Background Consent form at the time of enrollment, please complete and return it to the front office.

# **VISITOR POLICY**

Everyone coming to ILTexas must first check in with the receptionist. Visitors, parents, guests, and service workers will be given a visitor's pass to wear and will be asked to sign-in in the visitor's log book. School visitations are not permitted during school hours without prior approval from the Campus Principal. Parents may not visit students in classrooms without an escort and may not visit teachers unannounced. If you wish to speak with your child's teacher, please make an appointment with the office manager or by emailing with the teacher. We would like to be considerate of our teachers; therefore; please allow 24-hour notice. Please also see Lunch Visitation.

# **Disruptions**

In order to protect student safety and sustain an educational program free from disruption, state law permits ILTexas to take action against any person – student or nonstudent – who:

- Disrupts classes while on school property or on public property that is within 500 feet of school property. Class disruption includes making loud noises; trying to entice a student away from, or to prevent a student from attending, a required class or activity; entering a classroom without authorization; and disrupting the activity with profane language or any misconduct.
- Interferes with an authorized activity by seizing control of all or part of a building.
- Interferes with the movement of people at an exit or an entrance to school property.
- Interferes with the movement of people in an exit, an entrance, or a hallway of a school building without authorization from an administrator.
- Interferes with the transportation of students in school vehicles.
- Uses force, violence, or threats in an attempt to prevent participation in an authorized assembly.
- Uses force, violence, or threats in an attempt to prevent people from entering or leaving school property without authorization from an administrator.
- Uses force, violence, or threats to cause disruption during an assembly.

# VISITOR SCREENING

ILTexas uses Raptor Technologies visitor registry program to screen and identify those individuals who are listed as Registered Sexual Offenders who might try to enter the School. Upon entering the school, a visitor will present a valid state or government issued photo identification card (usually a person's driver license) to the front desk attendant and it will be scanned into the Raptor system. Once completed, a visitor's badge will be issued with the person's name and photo, the day's date, the time, and the destination within the building for the visit. When the visitor leaves the building, an entry will be made that the person has left the building. If you have any questions about the screening system, please contact the school Principal.

# RETURNED CHECKS

In the event the bank returns a check for non-sufficient funds, repayment must be made by money order or cash and will include a \$30.00 returned item-handling fee to cover bank charges. By submitting payment by check, you agree to this policy as allowed by law. A student may be restricted from extracurricular activities and records will be held until full payment is received. After three occurrences of returned checks from one family, all future fees must be paid by money order, cashier's check or cash. When paying by cash, always request a receipt.

### FINANCIAL NEED

Any family in need of financial assistance with school fees of any kind should contact the Campus Principal.

### **SCHOOL PROPERTY**

### TECHNOLOGY, TEXTBOOKS AND LIBRARY BOOKS

ILTexas is committed to preparing students to be highly successful citizens in a global economy and have developed a technology program for one-to-one computing for all students. This program will immerse our students into a technology-rich learning environment to prepare for the workplace and life. ILTexas will issue electronic chrome-books to students in grades 4-12, and they are considered property of ILTexas. ILTexas will charge an annual use and maintenance fee, as described in the "Chromebook Use Agreement" distributed to each student and parent. ILTexas may waive or decrease the fee for educationally disadvantaged students. As long as the student is enrolled in ILTexas schools, the student management system will remain on the device.

State-approved textbooks and additional curriculum materials are provided free of charge for each subject or class, except for dual credit courses. Materials must be used by the students as directed by the teacher, and treated with care. A student who is issued damaged materials should report the damage to the teacher. Students must also take proper care of library books. Students will be required to pay a fine for lost, damaged, or overdue materials.

Students must return all textbooks and supplemental materials to the teacher at the end of the school year or when the student withdraws from school. Any student failing to return issued materials in an acceptable condition loses the right to free textbooks and educational materials until the student and/or parent pay for the damages. However, a student will be provided textbooks and educational materials for use during the school day. ILTexas may reduce or waive the payment requirement if the student is from a low-income family. Release of student records, including official transcripts, will be delayed pending payment for lost or severely damaged textbooks.

### **ILTexas Acceptable Use Policy (AUP)**

### Introduction

ILTexas provides students and employees with extensive technology resources, including computing facilities, local area networks, Internet access, and e-mail addresses. Our goal is to promote educational excellence by facilitating resource sharing, innovation and communication within our own community and the world. As a member of the ILTexas community, I agree to follow School rules and commit to the School's values. We must all agree to support the needs of the School community even if they may conflict with one's personal desires.

### ILTexas Technology Ownership

- ILTexas owns all systems, software, and e-mail addresses. Content created with the School's technology tools and saved on the School network is the property of the School.
- Computer resources at ILTexas are a limited resource and are reserved for educational and school-related business.
- If I leave the School community, I may take copies of anything I have created. However, this content can continue to be used by the School for educational purposes.

### My Use of School Computing Resources

- I will help to create a positive atmosphere by allowing those engaged in academic work priority use of the computers.
- I will respect the work and privacy of others throughout the International Leadership of Texas Education network.
- I will use my applications, e-mail accounts, and International Leadership of Texas Education network space appropriately for school-related activities.
- I will not intentionally save or install files and/or software on School equipment without the authorization of a teacher or the network administrators.
- I will not use ILTexas technology resources for commercial activity, for seeking monetary gain, or for political purposes.

### **System Security**

- I will log on to the network only as myself.
- I am responsible for my individual account and will take all reasonable precautions to prevent others from being able to use my account.
- I will immediately notify a faculty or staff member if I have identified a possible security problem.
- I will not intentionally introduce a virus or other harmful code anywhere on the ILTexas network, and I will make an effort to keep my home computer free from viruses and other destructive materials. If my files are accidentally infected, I will seek help from a member of the technology staff.
- I know that any electronic devices brought on this campus are subject to search without notice or warning should a school administrator deem it necessary. I will refrain from using any device or software that masks my use of the school resources. This includes but is not limited to anonymizers and any application or hardware device that circumvents network security, logging, or tracking procedures such as incognito mode.
- Content about ILTexas anywhere on the World Wide Web should observe all aspects of the School's Acceptable Use Policy.
- Official School files or documents are not to be posted on non-ILTexas sites.
- Individuals who post content on World Wide Web sites away from ILTexas should not present content as if it represents any official views of ILTexas.
- The official ILTexas website represents the School. No representation of ILTexas should be made on any other website.

### **Intellectual Property and Privacy**

- I will not copy or transfer any copyrighted software to or from computers on the ILTexas network without the permission of the technology staff in my building. This includes but is not limited to web browsers, MP3 players, and games.
- I will not plagiarize words or phrases that I find in books, on the Internet, on CD-ROMs, or on other online resources.
- I will respect the rights of copyright owners, including those who have created music, images, video, software, etc.
- I should have no expectation of privacy when I use on-line resources since materials are owned by the site and can be redistributed without an author's permission. I should check each site's privacy and security policies carefully before posting or adding content I may not wished viewed by others presently or in the future.
- I will not repost a message sent to me privately without the permission of the person who sent the message.
- I will not post private or false information about another person.

### **Inappropriate Language and Harassment**

- I will not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language on any and all uses of computers at ILTexas, whether in public or private messages.
- I will not post information that could cause danger or disruption or engage in personal attacks, including prejudicial or discriminatory attacks and cyberbullying.

### <u>I understand the following:</u>

- I continuously represent ILTexas whenever and wherever I use school computing
- Resources, even if I am using these resources away from or outside of the School's network.
- I may be held responsible for any on-line behavior or content that connects me to the School or implicates the School in that behavior.
- If I knowingly enable others to violate these rules, I may lose my School network, e-mail, or World Wide Web access.
- ILTexas has software and systems in place that monitors and records all activities and traffic on the School computing resources. I should expect only limited privacy in the contents of my personal files on the School network.
- Tampering with ILTexas technology tools or another person's work is unacceptable, and I could lose all rights to use computers at the School, including my user account and network access.
- Violations of the ILTexas policy including social media policy and AUP are subject to disciplinary action ranging from loss of computing privileges up to and including suspension and/or expulsion (or termination for employees).
- ILTexas makes no guarantee that the services provided will be error-free or without defect. The School
  will not be responsible for any damage suffered including, but not limited to, loss of data or disruption of
  service.

### ILTEXAS ACCEPTABLE USE POLICY (AUP) PARENT PERMISSION FORM AND USER AGREEMENT

I have read and understand, explained and discussed the Acceptable Use Policy to my student. I further understand should a violation of the AUP occur, access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be initiated.

Student's Name (PLEASE PRINT):		
Parent/Guardian's Name (PLEASE PRINT):		
Parent/Guardian's Signature:	Date	_
I have read, understood, and discussed the Acceptable the Acceptable Use Policy.	le Use Policy my parent(s)/guardian(s). I agre	ee to abide by
Student's Name (PLEASE PRINT)		
Student's Signature	Date	

### **Especially for Parents**

### SURVEYS AND ACTIVITIES

Students will not be required to participate without parental consent in any survey, analysis, or evaluation – funded in whole or in part by the U.S. Department of Education – that concerns:

- 1. Political affiliations or beliefs of the student or the student's parent;
- 2. Mental or psychological problems of the student or the student's family;
- 3. Sexual behavior or attitudes;
- 4. Illegal, antisocial, self-incriminating or demeaning behavior;
- 5. Critical appraisals of individuals with whom the student has close family relationship;
- 6. Relationships privileged under law, such as relationships with lawyers, physicians and ministers;
- 7. Religious practices, affiliations, or beliefs of the student or parents; or
- 8. Income, expect when the information is required by law and will be used to determine the student's eligibility to participate in a special program or to receive financial assistance under such a program.

Parents will be able to inspect the survey or other instrument and any instructional materials used in connection with such a survey, analysis, or evaluation.

### "OPTING OUT" OF SURVEYS AND ACTIVITIES

Parents have the right to receive notice of and deny permission for their student's participation in:

- 1. Any survey concerning the private information listed above, regardless of funding;
- 2. School activities involving the collection, disclosure, or use of personal information gathered from their student for the purpose of marketing or selling that information;
- 3. A non-emergency, invasive physical examination, or screening required as a condition of attendance, administered and scheduled by ILTexas in advance and not necessary to protect the immediate health and safety of the student (exceptions are hearing, vision, or scoliosis screenings, or any physical exam of screening permitted or required under state law.)

### ANNUAL NOTICE OF PARENT AND STUDENT RIGHTS (ANNUAL FERPA CONFIDENTIALITY NOTICE)

The Family Education Rights and Privacy Act ("FERPA") affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's educational records. These rights include the following:

### The Right to Inspect and Review

Parents and/or eligible students have the right to inspect and review the student's educational records within 45 days of the day the school receives an access. Parents or eligible students should submit to the Principal or designee a written request that identifies the record(s) they wish to inspect. ILTexas will make arrangements for access and notify the parent or eligible student for the time and place where the records may be inspected.

If circumstances effectively prevent they parent or eligible student from exercising the right to inspect and review the student's educational records, ILTexas shall provide the parent or eligible student with a copy of the records requested to make arrangements for the parent or eligible student to inspect and review the requested records.

If the student's educational records contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information about that student.

### The Right to Seek Amendment of the Student's Educational Records

Parents or eligible students may ask ILTexas to amend a record that they believe is inaccurate, misleading, or in violation of the student's privacy rights. Parents or eligible students should submit to the Campus Director/Principal or designee a written request that clearly identifies the part of the record they want changed, and specifies why it is inaccurate, misleading, or in violation of the student's privacy rights. ILTexas will decide whether to amend the record as requested within a reasonable time after receiving the request. If ILTexas decides not to amend the record as requested by the parent of eligible student, the School will notify the parent of eligible student of the decision and advise them to their right to a hearing to challenge the content of the student's education records on the grounds that the information contained in the educational records is inaccurate, misleading, or in violation of the student's privacy rights.

If, as a result of the hearing, ILTexas decides that the information in the educational record is not inaccurate, misleading, or in violation of the student's privacy rights, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of ILTexas. If the school places an amended statement in the student's educational records, ILTexas is obligated to maintain the amended statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

### The Right to Consent Prior to Disclosure

Parents and/or eligible students have the right to consent to disclosures of personally identifiable information contained in the student's educational records, except to the extent that FERPA authorizes disclosure without consent.

One exception that permits disclosure without consent is disclosure to school officials with legitimate educational interest. A "school official" is a person employed by ILTexas as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the Board of Directors; a person or company with whom ILTexas has outsourced services or functions it would otherwise use its own employees to perform (such as an attorney, auditor, medical consultant, or therapist); a parent or student serving on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an educational record in order to fulfill his or her professional responsibility.

Upon request, ILTexas discloses educational records without consent to officials of another school in which a student seeks or intends to enroll or is already enrolled, so long as the disclosure is for purposes related to the student's enrollment or transfer.

### The Right to File a Complaint

Parents and/or eligible students have the right to file a complaint with the Family Policy Compliance Office of the U.S. Department of Education ("Office") concerning alleged failures by ILTexas to comply with the requirements of FERPA. These complaints should be addressed as follow:

Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW. Washington, D.C. 20202

### **Access to Medical Records**

Parents are entitled to access their student's medical records.

### **Notice for Directory Information**

Under FERPA, ILTexas must, with certain exceptions, obtain written consent prior to the disclosure of personally identifiable information from a student's education records. However, ILTexas may disclose appropriately designated "directory information" without written consent, unless a parent or eligible student has advised ILTexas, in writing, to the

contrary. The primary purpose of directory information is to allow the School to include this type of information from a student's education records in certain school publications.

ILTexas has designated the following categories of information as directory information for the purpose of disclosure relating to school-related purposes:

- Student name;
- Date and place of birth;
- Major field of study
- Degrees, honors, and awards received;
- Dates of attendance;
- Grade level;
- Most recent educational institution attended;
- Participation in officially recognized activities and sports; and
- Weight and height of members of athletic teams.

School-related purposes are those events/activities that ILTexas conducts and/or sponsors to support the School's educational mission. Examples include, but are not limited to:

- Extracurricular programs or events (school plays, concerns, athletic events, graduation ceremony, etc.).
- Publications (newsletters, yearbook, etc.).
- Honor roll and other student recognition lists.
- Marketing materials of ILTexas (print media, website, videos, newspaper, etc.).

ILTexas has designated the following categories of information as directory information for purposes of disclosure to military recruiters and institutions of higher education, but only for secondary students:

• Student's name, address, and telephone number.

ILTexas shall not release directory information except for the purposes indicated above, namely, disclosure relating to school-sponsored/school-affiliated purposes or for the purposes of disclosure to military recruiters and institutions of higher education for secondary students.

A PARENT OR ELIGIBLE STUDENT MAY OPT OUT OF THE RELEASE OF DIRECTORY INFORMATION FOR EITHER OR BOTH OF THESE PURPOSES BY SUBMITTING A WRITTEN OBJECTION TO THE SCHOOL OFFICE WITHIN 15 DAYS AFTER RECEIVING THIS "NOTICE OF PARENT AND STUDENT RIGHTS (ANNUAL FERPA CONFIDENTIALITY NOTICE)."

### **ILTexas Directory Information**

Certain information about students is considered "directory information" and will be released to anyone who follows procedures for requesting it unless the parent or eligible student objects in writing to its release within ten calendar days of receiving notice of FERPA rights. A parent or eligible student may also choose to opt out the release of directory information at any time during the school year. At any time after restricting the release of directory information, a parent or eligible student may in writing authorize the School to release directory information. International Leadership of Texas has designated the following categories of information as directory information for the purpose of disclosure relating to school-sponsored/school-affiliated purposes:

- 1. Student name;
- 2. Address;
- 3. Telephone listing;
- 4. Electronic mail address;
- 5. Photographs (including video image);
- 6. Date and place of birth;
- 7. Major field of study;
- 8. Degrees, honors, and awards received;
- 9. Dates of attendance;
- 10. Grade level;
- 11. Most recent educational institution attended;
- 12. Participation in officially recognized activities and sports; and
- 13. Weight and height of members of athletic teams.

School-sponsored/school-affiliated purposes are those events or activities that International Leadership of Texas conducts and/or sponsors to support the educational mission of the School. Examples include, but are not limited to:

- 1. Extracurricular programs or events (e.g., school plays, concerts, athletic events, graduation ceremony);
- 2. Publications (e.g., newsletters, yearbook, etc.);
- 3. Honor roll and other student recognition lists;
- 4. Marketing materials of International Leadership of Texas (e.g., print media, website, videos, newspaper, etc.).

The School has designated the following categories of information as directory information for the purpose of disclosure to military recruiters and institutions of higher education, but only for secondary students:

- 1. Student's name:
- 2. Address; and
- 3. Telephone listing.

The School shall not release directory information except for the purposes indicated above, namely:

- 1. Disclosure relating to school-sponsored/school-affiliated purposes; and
- 2. Disclosure to military recruiters and institutions of higher education, but only for secondary students.

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### **INTERNATIONAL LEADERSHIP OF TEXAS**

### **USE OF STUDENT WORK IN SCHOOL PUBLICATIONS**

Occasionally, ILTexas wishes to display or publish student artwork, photos taken by the student, or other original work on the school's website, a website affiliated or sponsored by the school (such as a classroom website), and in school publications. ILTexas agrees to use these student projects in this manner.

Donanta, Diaga sinda ana af 4	he chaines heless
Parents: Please circle one of the	
I, parent ofartwork, photos, or other original	(student's name), ( <b>do give</b> ) ( <b>do not give</b> ) ILTexas permission to use my child's al work in the manner described above.
Parent Signature:	
Date:	_

### **INTERNATIONAL LEADERSHIP OF TEXAS**

### ELECTRONIC COMMUNICATION DEVICE COMMITMENT FORM

Electronic communications at school and at school-related functions are subject to regulation by ILTexas.

This Electronic Communication Device Commitment Form grants authority and permission to ILTexas to regulate electronic communication devices when these devices are brought to and/or used while on school property or when attending school related functions and events. Such communication devices include but are not limited to cellular phones, pagers, PDAs, and pocket computers. These regulations are made necessary in light of the unique opportunities these devices create for violations of law and school policies, and to perpetrate conduct disruptive of an educational environment essential to the school's educational program. These concerns are exacerbated by electronic security protections and the personal size of these devices, which are often carried concealed in pockets and purses.

Therefore, all students who would possess or use such devices on school property or at school-related activities are required to sign this form together with their parent, guardian or other adult person having the authority of a parent for school purposes.

Each of you, by your signature below, agrees to the following:

- The possession and use of cellular phones, pagers, PDAs and other electronic communication devices by a student on school property or at school-related events is subject to regulation by ILTexas.
- If a student possesses such devices on school property or while attending school-related events, ILTexas is authorized and has my full consent to confiscate, power on or off, manipulate and do all things necessary to search my device and recover or intercept communications (including but not limited to text messaging) when reasonable suspicion exists that such device has been used to transmit or receive communications in violation of law, the Student Code of Conduct, school policy or regulation.
- I further understand, agree and consent that an electronic communication device used or possessed in violation of law, the Student Code of Conduct, school policy or regulation is subject to confiscation and that ILTexas is not liable for any loss of or damage to confiscated devices.

### SIGNATURE LINES AND DATES

	Date:	
(Signature of student)		
(Printed name of student)	<del></del>	
	Date:	
(Signature of parent/guardian)		

### Physician's Diet Modification Form

(to be returned to the school nurse and forwarded to Nutrition cashier) Student's Name: \_\_\_\_\_\_ Student ID#: \_\_\_\_\_ DOB: \_\_\_\_ Parent/Guardian's Name: \_\_\_\_\_\_Telephone: \_\_\_\_\_ \*As the parent/guardian, I give permission of The International Leadership of Texas to contact the Physician's office noted below regarding my child's dietary needs: \_\_\_\_\_ (Parent Signature) \* The U.S. Department of Agriculture School Meals Program requires that all questions be answered in order for any dietary modification or substitution to be made in school meals. This form must be signed by a licensed physician. **Physician's Statement** , (Physician) declare the child listed above to possess either a LIFE THREATENING FOOD ALLERGY or a DISABILITY: LIFE THREATENING FOOD ALLERGY- OMIT THESE FOODS (CIRCLE ALL THAT APPLY): Fluid Milk Peanuts Tree Nuts Eggs Shellfish Wheat Soy Other: OR DISABLING DIAGNOSIS REQUIRING DIETARY MODIFICATION: 1. Can the student consume foods where the allergen is an ingredient in the food product? \_\_Yes \_\_\_\_ No **Explain** (Example: Any foods that contain eggs or milk are unacceptable): 2. Explanation of why this disability restricts diet: 3. Major life activities affected by the life threatening food allergy or disability (check all that apply): eating \_caring for self \_performing manual tasks walking seeing \_\_\_ hearing \_ breathing \_\_\_\_learning 4. Foods to substitute (substitutions must be noted below)? Physician's Signature: Clinic/Facility Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_



### **International Leadership of Texas**

### **Notice of Complaint / Formal Grievance**

To file a formal complaint, please complete this form and submit it to the appropriate campus administrator within the time established in the Board approved Student/Parent Handbook. All complaints will be heard in accordance with the aforementioned policies or any exceptions outlined therein.

### PLEASE INDICATE THE LEVEL OF GRIEVANCE ACCORDING TO WHERE YOU ARE IN THE PROCESS:

□Level I (Principal) □Level II (Director of Student Services) □Level III (Superintendent) □Level IV (School Board)

1. Complainant's Name and Address:	2. Complainant's Phone Number:
2 C 1: 2 F 1411	4 C 1: 2 C (C 1: 11)
3. Complainant's Email Address:	4. Complainant's Campus (if applicable):
5 If you will be represented in pursuing yo	our complaint, please identify that individual or organization:
3. If you will be represented in pursuing yo	our complaint, please identity that individual of organization.
Name:	
Address:	
Telephone:	
Email:	
	tances causing your complain/grievance (give specific, factual
details):	

8.	Please explain how you have	been harm	ed by this decision or ci	rcumstance:
9.	Please describe any efforts y your effort:	ou have ma	ade to resolve your con	applaint informally and the responses
10	With whom did you commun	nicata?	11. On what date (	s)?
10.	with whom did you commu		11. On what date (	5):
12.	Please describe the outcome	or remedy	you seek for this compl	aint:
10		14.6:		15 D . 6 ET.
13.	Signature of Complainant:	_	gnature of ant's Representative:	15. Date of Filing:
		Com	nplainant, Please Note:	
comr			may be dismissed, but may he designated time for filing	be refiled with all of the required information a complaint.
1	to this form any documents that you	u believe will	support the complaint; if un	available when you submit this form, the may of this completed form and any supporting
tach	esented no later than the Level One	Grievance Co docume	entation for your records.	



### LEGAL MEMORANDUM

To:

**BOARD OF DIRECTORS** 

FROM:

CLAYTON E. GREENBERG, GENERAL COUNSEL

DATE:

JUNE 14, 2017

RE:

2017-2018 STUDENT/PARENT HANDBOOK AND CODE OF CONDUCT

During the May Board Meeting, the Administration briefed the Board of proposed changes to the Handbook, and outlined substantive proposed changes (*See* attached memo). In addition to the information previously provided, the final version of the Handbook includes a new section regarding honors and highest honors. For your convenience, the new section added is set forth below:

### Calculation of Weighted LOCAL GPA

Only courses taken at ILTexas count towards local GPA. Local GPA is based on a 100 point scale. Further, weightings are based on the following scale:

Advance Placement/Dual Credit	1.15
Honors/Pre-AP	1.1
All other courses	1

### Valedictorian, Salutatorian, and Other recognitions

ILTexas will identify the top 10% as required by law.

Graduating seniors with the highest and second highest cumulative *local* weighted grade point average as determined at the end of the spring semester of the senior year and carried out three decimal places, will be eligible to serve as the Valedictorian and Salutatorian respectively. In the event of a tie for Valedictorian, the student with the highest number of AP and Dual Credit

classes taken shall be declared the Valedictorian. If still tied, the person with the highest SAT score will be designated Valedictorian. All courses and corresponding numeric grades earned to determine local GPA must not be modified in content and must be identified by the state as a regular, honors, and/or AP course in order to qualify for Valedictorian and Salutatorian.

Each ILTexas High School shall have a Valedictorian and Salutatorian. Candidates shall be in attendance at the awarding High School continuously, commencing with enrollment no later than the first day of the second six-week grading period of the student's junior year until graduation. The Valedictorian shall be the eligible graduate with the highest local GPA; the Salutatorian shall be the eligible graduate with the second highest local GPA.

Further, all senior Honors students are recognized at graduation based on the following criteria:

Honor	<b>Criteria</b>
<b>Highest Honors</b>	• 97.5+ Local GPA
	<ul> <li>Completed a minimum of 15 community service hours per year</li> </ul>
	(enrolled at ILTexas)
	<ul> <li>Has successfully completed a min. of 5 dual credit and/or AP</li> </ul>
	courses.
	<ul> <li>Exemplifies the ILTexas Core Leadership Traits</li> </ul>
	<ul> <li>Demonstrated growth in language proficiency (English, Spanish,</li> </ul>
	and Mandarin Chinese), as measured by ACTFL Guidelines
High Honors	• 95+ Local GPA
	<ul> <li>Completed a minimum of 15 community service hours per year</li> </ul>
	(enrolled at ILTexas)
a a	<ul> <li>Has successfully completed a min. of 3 dual credit and/or AP</li> </ul>
	courses.
21	<ul> <li>Exemplifies the ILTexas Core Leadership Traits</li> </ul>
5 B	<ul> <li>Demonstrated growth in language proficiency (English, Spanish,</li> </ul>
	and Mandarin Chinese), as measured by ACTFL Guidelines

Encl.



### Office of the General Counsel

### **M**EMORANDUM

To:

BOARD OF DIRECTORS

FROM:

CLAYTON E. GREENBERG, GENERAL COUNSEL

DATE:

May 12, 2017

RE:

2017-18 STUDENT/PARENT HANDBOOK AND CODE OF CONDUCT (THE "HANDBOOK")

Attached please find a redlined version of the proposed Handbook<sup>1</sup>. The majority of proposed changes from the 2016-17 to the 2017-18 Handbook are non-substantive in nature. Below are the substantive changes being proposed:

### Student Discipline/Authority and Jurisdiction

The Authority and Jurisdiction sections of the Handbook has been revised to provide broader jurisdiction to ILTexas when misconduct occurs off campus, and the misconduct creates a substantial disruption to the educational environment, in the reasonable discretion of ILTexas. The proposed circumstances where ILTexas has jurisdiction over a student are as follows:.

- 1. During the regular school day and while the student is going to and from school;
- 2. During lunch periods in which a student is allowed to leave campus or at any time during school hours;
- While the student is in attendance at any school-related activity, regardless of time or location;
- For any school-related misconduct, regardless of time or location;
- For any expulsion offense committed while on ILTexas property or while attending a school-sponsored or school-related activity of ILTexas or another school in Texas;
- For any expulsion offense committed away from ILTexas property or utilized facility and not at a school-sponsored or school-related event, if the misconduct creates a substantial disruption to the educational environment, in the reasonable discretion of ILTexas;
- 7. While the student is in transit to or from school or to or from school-related activities or events;
- 8. When retaliation against a school employee or volunteer occurs or is threatened, regardless of time or location;
- 9. When criminal mischief is committed on or off ILTexas property or any facility and/or at a school-related

<sup>&</sup>lt;sup>1</sup> The Handbook is on the May Board Meeting agenda for discussion purposes only.

event;

- 10. When the student commits any felony punishable as a Level III expulsion offense under the Student Code of Conduct:
- 11. Any misdemeanor or felony offense, no matter when or where said activity occurs, if ILTexas determines that said activity occurred by a preponderance of the evidence; and
- 12. Any cyberbullying, on-line harassment, cybercrime, or computer related crime, that involves a computer or any device and/or network ("in the cloud" or otherwise), no matter when or where said activity occurs, including the sharing, displaying or transmitting any illegal images, words or otherwise, or that creates or is likely to create a substantial disruption to the educational environment.

In terms of what staff member may assign what type of discipline, the Handbook clearly delineates the roles of the GLA, AP, Principal, Area Superintendent and Superintendent.

- The AP may assign ISS or OSS for up to five (5) days.
- Only the Campus Principal may recommend expulsion and may assign an additional five (5) days of ISS or OSS.
- Unless there is a reasonable reason to extend suspension during the expulsion process (which only may be exercised by the Superintendent), a student should not be suspended for more than a total of ten (10) days.

The Level I, II, and III offenses, as well as the respective disciplinary consequences, have been clarified and also correspond with PIEMS. All references to Chapter 37 of the Texas Education Code have been removed.

The Administration has introduced Restorative Discipline, as a discipline management technique, at Garland K-8, Lancaster K-8, Westpark K-8, and East Fort Worth K-8.

Finally, a student/parent has 72 hours, of receipt of the hearing officer's decision, to appeal an expulsion to the Board and General Counsel.

### **Grading Program, Promotion Standards, Graduation Requirements**

Other than identifying the top 10% as required by law, the Handbook proposes eliminating class rankings, as well as all communications regarding class rankings.

### **Cover Sheet**

### Discuss/Act to Ratify the Donation of Days for Two Non "Eligible" Employees

Section: V. Board Action Items

Item: E. Discuss/Act to Ratify the Donation of Days for Two Non

"Eligible" Employees

**Purpose:** Vote

**Submitted by:** 

**Related Material:** Ratification Documents.pdf

### International Leadership of Texas

Fiscal Manual
(Fiscal Guide for District Staff)
2016-2017

### Leave Donation Policy

Any ILTexas employee may donate up to 5 days of leave each fiscal year to any eligible ILTexas employee,

An eligible employee is any employee who is out on FMLA leave or who is out for an extended period of time due to sickness or injury and would otherwise qualify for FMLA but is not eligible due to length of service, and does not have any other leave available.

If the recipients salary is the same or less that the donors salary, then each day donated will be one full day received.

If the recipients salary is more that the donors salary, then each day donated will be worth \$225 daily rate.

Employees who are resigning or who have been terminated may not donate leave days.

ry non-exempt employee shall record all of their own work hours through the spayroll records such as reporting excessive work hours or participating is a practice locking in/out to other employees constitutes fraud. Violators will be subject to disciplinary action, up t nd including termination of employment.

All administrative upervisors shall sign off on the time sheet for their spective paraprofessiona nd support employees and so mit the report(s) every pay period cut off, All corrections to time sheet hould be submitted via an amended time sheet with the administrative symervisor's signature of approval.

All non-exempt employees sall comply with the work enedule assigned by their respective opervisor. All overtime shall be pre-approved by the immediate ampus or department supervisor and Historian bould be notified immediately. All pre-approved overtime will be compensated (pay or comp time). A mployee who repeatedly works in excess of his/her ssigned work schedule, without authorization, will b bject to disciplinary action, up to and including terrana

SEOP who absent from work to ensure that the time off All employees shall record an absence in recorded in their respective leave record. This absence should recorded prior to the actual absence if a possible but no later than 24 hrs after the absence. Failure to adhere this policy will result in disciplinar ction which could result in termination. Staff members shall report all an ances and leave requests to their nmediate supervisor and enter the information into ASEOP. All employees hall report absences through e ASEOP system.

campus/department shall submit an approved Absence and Statitute Report from In addition, ever ESOP to HR within 2 hours of the Payroll Cutoff Date.

Supplemental payment forms shall be generated by the respective employee, apply ervisor and submitted to HR within three days after pay day. The supplemental payment ed for the following week. Supplemental payments should include the following: employee in for pay, payment amount, budget code(s), date(s) worked, and be supported by sign-in sheets (attached WHICH BUILDING

### Non-Eligible Employee Number 1

• Received 2.5 donated days

### Non-Eligible Employee Number 2

• Received 3 donated days

### **Cover Sheet**

### Discuss/Act on the 2016-2017 Budget Amendment 2

**Section:** V. Board Action Items

Item: F. Discuss/Act on the 2016-2017 Budget Amendment 2

**Purpose:** Vote

Submitted by:

Related Material: ILTexas 2016-2017 Budget Amendment \_2 - June 212017.pdf

### INTERNATIONAL LEADERSHIP OF TEXAS BUDGET AMENDMENT #2 FOR JUNE 21, 2017 BOARD MEETING

		Original Budget	Budget Amendment #1	Revised Budget as of 1/2017	Budget Amendment #2	Proposed Budget
Fund	_					
240-NSLP		2,148,743	0	2,148,743	0	2,148,743
240-NSLP Total	1	2,148,743	0	2,148,743	0	2,148,743
420-FSP	5700 - Local	3,235,740	0	3,235,740	6,450,000	9,685,740
120 1 51	5800 - State	92,345,524	(6,545,926)	85,799,597	(3,920,944)	81,878,653
	5900 - Federal	0	(0,3 13,320)	03,777,377	(3,720,711)	01,070,033
420-FSP Total		95,581,264	(6,545,926)	89,035,337	2,529,056	91,564,393
Total 240 & 420	Revenue	97,730,007	(6,545,926)	91,184,080	2,529,056	93,713,136
Fund						
240-NSLP	35- Food Srvcs	2,148,743	0	2,148,743	0	2,148,743
240-NSLP Total		2,148,743	0	2,148,743	0	2,148,743
420-FSP	11-Instructional Srvcs	50,507,360	(3,934,641)	46,572,719	(859,000)	45,713,719
.20 151	12-Library & Media Srvcs	172,859	168,722	341,581	35,000	376,581
	13-Curriculum & Staff Dlymn	1,303,214	(136,775)	1,166,439	337,100	1,503,539
	21-Program Admin	325,582	258,938	584,520	(18,000)	566,520
	23-Campus Admin	5,229,790	618,116	5,847,906	553,500	6,401,406
	31-Counseling & Assmnt	1,807,187	645,677	2,452,864	305,700	2,758,564
	33Health Services	1,054,888	(11,986)	1,042,902	(12,000)	1,030,902
	34-Transportation Srvcs	271,500	286,447	557,947	50,500	608,447
	35-Food Srvcs	200,000	0	200,000	0	200,000
	36-Extra Curricular Activity	1,260,749	(55,512)	1,205,236	346,000	1,551,236
	41-Disrict Admin	2,204,984	1,418,691	3,623,675	213,500	3,837,175
	51-Maintenance & Operation	20,039,964	(7,000,000)	13,039,964	3,323,000	16,362,964
	52-Security Srvcs	846,043	191,203	1,037,246	104,500	1,141,746
	53-Networking & Technology	1,012,783	483,445	1,496,228	1,324,100	2,820,328
	61-Community Srvcs	1,141,691	271,749	1,413,440	215,500	1,628,940
	71-Debt Service	8,262,924	0	8,262,924	(1,262,924)	7,000,000
	99-Assets	0	250,000	250,000	(235,000)	15,000
420-FSP Total		95,641,518	(6,545,926)	89,095,591	4,421,476	93,517,067
Total 240 & 420	) Expenses	97,790,261	(6,545,926)	91,244,334	4,421,476	95,665,810
		(60,254)		(60,254)		(1,952,674)
				Depreciation (Non-cas	sh Expense)	(4,124,372)
				Anticipated Expense I	Less Depreciation	91,541,438
				Net (Cash) Revenue to	Expense	2,171,698

### **Cover Sheet**

### Discuss/Act to Approve the Agreement between DCCCD and ILTexas

Section: V. Board Action Items

Item: G. Discuss/Act to Approve the Agreement between DCCCD and

**ILTexas** 

**Purpose:** Vote

**Submitted by:** 

**Related Material:** MountainViewCollegeContract.pdf

STATE OF TEXAS §

COUNTY OF DALLAS §

# AGREEMENT BETWEEN DALLAS COUNTY COMMUNITY COLLEGE DISTRICT AND INTERNATIONAL LEADERSHIP OF TEXAS Charter SCHOOL CONCERNING DUAL CREDIT

This Agreement, made and entered into by and between the Dallas County Community College District (hereinafter "DCCCD"), a Texas political subdivision of higher education, on behalf of Mountain View College of the Dallas County Community College District (hereinafter referred to as "College") and International Leadership of Texas, a charter secondary school, (hereinafter referred to as "High School"), for the College to conduct courses (hereinafter "courses" enumerated in this Agreement to Charter School students (hereinafter "Student") upon the following terms and conditions:

- 1. Attachments to this Agreement This Agreement contains the following attachments that are incorporated herein as described below:
  - A. Attachment A: Dallas County Community Colleges Guidelines for Dual Credit Courses and Remedial Courses Offered in Partnership with Texas Schools (2017-18);
  - **B.** Attachment B: Course List(s);
- 2. <u>Term</u> Subject to prior termination of this Agreement as provided in section 9 the term of this Agreement shall be in full force and effect for a period of twelve (12) months. This Agreement begins on August 21, 2017, and ends on July 31, 2018.
- 3. Scope of Agreement and Limitations of Authority

  The parties agree to the scope of this Agreement as follows:
  - A. The purpose of this Agreement To provide High School students the opportunity to enroll in college level courses. College and High School will approve students who are qualified to enroll in courses enumerated in this Agreement as reference as Attachment B. Courses will be offered at Mountain View College. These students are enrolled in the secondary school of International Leadership of Texas Charter School. Faculty from Mountain View College will conduct these courses.

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- (4). Students must demonstrate college level readiness by achieving the minimum passing standards for Texas Success Initiative on relevant sections of the Texas Success Initiative Assessment (TSIA) or be TSI exempt or waived to enroll in a College level course. Students may take the College TSI Assessment test at the College's Testing Center.
- (5). Each course under this Agreement must be taught using a College Common Learning syllabus as an outline. Course Objectives/Competencies/Learning Outcomes listed in the Common Learning Syllabus must be included in the syllabus and the syllabus must be distributed to the students. In addition, the syllabus must specify evaluation methods the instructor will use to assign college grades. Copies of all major examinations will be submitted at the end of the semester to the appropriate division dean at the College.
- (6). A College supervisor will review the major examinations in each course to document the requirement that skills and concepts contained in the course syllabi are being taught and tested.
- (7). College and High School will agree on the number of students per class.
- (8). If a student is enrolled simultaneously in college and high school pursuant to this Agreement, the two schools may share information regarding the student in compliance with 34 CFR § 99.34(b).
- (9) Enrollment of High School student in an online dual credit course provided under this Agreement will be reviewed with the parent/guardian and student. The review will serve to explain the requirements and expectations of online courses. The ultimate enrollment decision rests with the College after consultation with the appropriate High School counselor.
- (10). Students may take approved dual credit courses which are incorporated into this Agreement by reference as Attachment B. Approved dual credit courses are made available at the College and/or High School. College may also offer these courses at the college during the evening, week-end, and summer to dual credit students. The High School may accept these courses for dual credit upon student presenting official College transcript to High School. Courses not listed on Attachment B do not qualify for dual credit. Students who have acquired TEA course graduation requirements are no longer eligible for dual credit.
- (11). Within the scope of this provision but not later than the start of the semester, courses may be added or revised within the following parameters without Board approval:
  - (a). Through an oversight, the parties inadvertently omitted classes from the course matrix that they previously agreed to include;

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- (3) Conduct an annual faculty evaluation the same as that for all adjunct college instructors.
- (4) College will inform Charter School of changes to a course name and/or course number as required by the Texas Higher Education Coordinating Board as soon as practicable.
- **H.** <u>Instruction of Courses</u> Dual Credit courses will be taught by college faculty or qualified high school instructors who meet the same criteria as college faculty. College will select dual credit faculty.

### I. <u>Classroom Facilities</u>

College and/or High School shall provide appropriate classroom facilities for Dual Credit courses taught on College and/or High School Properties.

### J. <u>Tuition, Textbooks, and School Supplies</u>

- (1) By written Agreement, students attending high schools located outside of Dallas County and within the State of Texas who are enrolled in courses for which they receive joint credit under the Texas Education Code shall be charged the in-county tuition rate for eligible dual credit courses including online dual credit courses.
- (2) Students will be responsible for the costs of textbooks, access codes, and required course supplies when such costs are not being provided by the High School.
- (3) The same textbooks shall be used within the same course when taught either at the High School or high school only classes at College. The same English textbooks and other teaching materials are used as the standard for all English classes. Each academic year, any required access code must be purchased for each student enrolled in that course to fulfill that requirement.
  - a. For dual credit courses that are taught at the High School, College may require all high schools to replace hardcopy textbooks or textbooks that require an access code that have been used by the High School after two-four years of continuous use, or after the expiration of a textbook's useful service, as reasonably determined by the college.
  - b. Students who enroll for dual credit courses that are taught at the College, must use the most current textbook as reasonably approved by the College instructional division.

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- 7. <u>Venue</u> The parties herein agree that this Agreement shall be enforceable in Dallas, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.
- **8.** Waiver The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in the Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

### 9. Right of Termination This Agreement may be terminated upon:

- A. Mutual written consent:
- **B.** Written notice by College or Private School to the other party at least ninety-days prior to the date of termination. Termination under this sub-section will occur on the day after the end of the semester in which the ninety-day period expires, or
- C. The breach of this Agreement by Private School. A breach of this Agreement by Private School will result in:
  - (1) An immediate termination of this Agreement after notice whereupon Private School will forfeit rights to the terms and conditions of this Agreement, or
  - (2) Termination at the end of any academic term.

A breach of this Agreement includes, but is not limited to:

- (a). A violation of the policies and rules of the DCCCD;
- (b). A misrepresentation or false statement in this Agreement by Private School; or
- (c). Nonperformance of the party's duties.

Private School has thirty (30) days to cure a breach after written notice of the breach. If the breach is not cured, termination is immediate. If the other party is compensated under this Agreement, all compensation under this Agreement shall be prorated to the date of termination.

### 10. Miscellaneous Provisions

- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
- **B.** Under no circumstances shall either party be deemed an employee of the other.
- C. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statues, rules and regulations.
- **D.** Transportation to and from College is responsibility of Private School and/or Student.

Agreement Between
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### DALLAS COUNTY COMMUNITY COLLEGE DISTRICT

By:		
	Dr. Robert Garza	Date
	President, Mountain View College	

### INTERNATIONAL LEADERSHIP OF TEXAS CHARTER SCHOOL

By:		
Curtis Do	onaldson	Date
Board Mo	ember President	
Internation	onal Leadership of Texas	

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### DALLAS COUNTY COMMUNITY COLLEGES' GUIDELINES FOR DUAL CREDIT COURSES AND REMEDIAL COURSES OFFERED IN PARTNERSHIP WITH TEXAS SCHOOLS

2017-18 Academic Year

The following guidelines reflect **current** Texas Higher Education Coordinating Board (THECB) rules and regulations (Chapter 4, Subchapters D and G) and Dallas County Community College District (DCCCD) policies and procedures. THECB rules and regulations and DCCCD policies and procedures are always subject to change with the new changes taking precedence.

While THECB defines four types of partnerships with high schools, these guidelines do not address partnerships where only high school credit is granted nor Career Pathway Program articulated agreements. They do address course credit where instruction is provided to high school students for the immediate award of both high school and college certificate and associate degree credit. They also address remedial instruction provided to high school students for either remedial work to prepare students to pass the State of Texas Assessments of Academic Readiness (STAAR) test(s) or other state designated instrument(s) to prepare students to pass the Texas Success Initiative Assessment (TSIA) test(s).

- 1. For any instructional partnerships between a Texas public secondary school(s), a charter school, a private school or a home school and a college of the DCCCD, an agreement must be approved by the governing boards or designated authorities of both the public school district/charter school/private school/home school and the DCCCD prior to the offering of courses. Students who are enrolled in public, private, charter, or non-accredited secondary schools or who are home schooled must meet the same standards outlined below. This agreement must address the following:
  - A. Student eligibility requirement to enroll in academic and/or workforce education approved dual credit courses
    - (1) The student must be in high school.
    - (2) The student dual credit student may enroll in more than one dual credit course per semester, and may enroll in dual credit coursework with freshman, sophomore, junior, or senior high school standing.
    - (3) The student must complete a pre-assessment activity (PAA) and practice test prior to taking the official Texas Success Initiative Assessment (TSIA) battery of tests.
    - (4) College shall assess each student for readiness to engage in any college-level curriculum offered for college credit prior to the student's enrollment in such curriculum.
    - (5) After assessment, the Early College High School, using guidelines established by the College/University, shall determine what forms of assistance and remediation, if any, are necessary prior to a student's enrollment in any college-level curriculum based on the results of the assessment and other indicators of student readiness.
    - (6) A student must meet all the college's regular prerequisite requirements designated for that course.

- (7) Student <u>demonstrates TSI exempt for college readiness and dual credit eligibility</u> by achieving the following minimum passing standards under the provisions of the Texas Success Initiative (TSI) relating to College Ready and Adult Basic Education Standards on relevant section(s) of the Texas Success Initiative Assessment (TSIA) OR other appropriate state approved test scores (see below SAT, ACT, STAAR score requirements for TSI). TSI score requirements can be altered by the THECB with currently approved scores being used for eligibility and course placement purposes.
  - TSI Assessment with minimum of 351 on reading; 350 on math; and 350 and an
    essay score of at least a 5 on writing. Other demonstrations of writing college
    readiness include a placement score of at least 363, and an essay score of 4; or a
    placement score of less than 350, and an ABE Diagnostic level of at least a 4, and
    an essay score of at least a 5.
  - SAT a combined critical reading and math score of 1070 with a minimum of 500 on critical reading test (student shall be exempt for both the reading and writing), and/or a minimum of 500 on the math test (student shall be exempt for math).
  - New 2016 SAT scores for SAT Testing administered on or after March 5, 2016: a
    minimum score of 480 on the Evidenced-Based Reading and Writing (EBRW) test
    shall be exempt for both reading and writing sections of the TSI Assessment; a
    minimum score of 530 on the mathematics test shall be exempt for the
    mathematics section of the TSI Assessment. There is no combined score.
  - Mixing or combining scores from the SAT administered prior to March 2016 and the SAT administered on or after March 5, 2016 is not allowable. The newly approved scores became effective on August 10, 2016.
  - ACT a student with a composite of 23 with a minimum of 19 on the English test shall be exempt for both the reading and writing sections, and/or 19 on the math test (student shall be exempt for the math section)
  - A Level 2 final recommended score of 4000 or higher on the Algebra II STAAR
     EOC
  - A Level 2 final recommended score of 2000 or higher on the English III Reading STAAR EOC exam (scores prior to 2014)
  - A Level 2 final recommended score of 2000 or higher on the English III Writing STAAR EOC (scores prior to 2014)
  - A Level 2 final recommended score of 4000 or higher on the English III Combined Writing and Reading (scores in 2014 and thereafter)
- (8) The student is eligible to enroll in dual credit courses with the following scores. <u>Such scores will not make the student TSI exempt.</u>
  - By achieving a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the reading test; or
  - By achieving a composite score of 23 on the PLAN with a 19 or higher in English or an equivalent score on the ACT-Aspire as determined by ACT.
  - By achieving a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the mathematics test; or

- By achieving a composite score of 23 on the Plan with a 19 or higher in the mathematics or an equivalent score on the ACT-Aspire as determined by ACT.
- By achieving a Level 2 final recommended score of 4000 or higher on the <u>Algebra I</u> STAAR EOC and passing grade with a C or better in the Algebra II course.
- (9) Student is eligible to enroll in workforce education dual credit courses contained in a Level-One Certificate program, or a program leading to a credential of less than a Level-One Certificate and <u>shall not be required</u> to provide demonstration of college readiness <u>or</u> dual credit enrollment eligibility. If the student takes dual credit course(s) that are outside of the allowances outlined above, then:
  - (a) The student will not be eligible for a TSI level-one certificate waiver; and
  - (b) The student will be required to take the TSIA unless the student presents qualifying ACT, SAT or STAAR scores to make the student exempt from TSI requirements.
- (10)A student who is exempt from taking TAKS or STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in workforce education dual credit courses.
- (11)Students who do not acquire the necessary test score(s) for eligibility purposes should discuss their options with the college Dual Credit School Coordinator.
- (12)To be eligible for enrollment in a dual credit course offered by a public college, students must meet all the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).
- (13)Score requirements can be altered by the THECB or DCCCD with the currently approved scores being used for eligibility and course placement purposes.
- (14)An institution may impose additional requirements for enrollment in courses for dual credit that do not conflict with THECB dual credit requirements.
- (15)An institution is not required, under the provisions of THECB dual credit section, to offer dual credit courses for high school students.
- (16)The student must meet all admissions criteria of the college. In addition, students may be withdrawn from the pre-registration course(s) for subsequent semesters or terms if the student withdraws from a course or makes a grade of D or F. Students may be refused re-enrollment unless the student and the parent(s)/guardian(s) agree to abide by written conditions from the college designed to increase the potential for success.
- (17) Eligibility for continued participation in dual credit courses requires satisfactory academic performance at the high school; earned grades of A, B or C in all college courses; and parental/guardian and school approval for each subsequent semester of enrollment. A student who earns grades of D or F may not be eligible for future dual credit courses or may have restrictions. Students who earn dual credit grades of W, D and/or F on a college transcript may not be eligible for future financial aid or may have limited financial aid options beyond high school.
- (18) Students must discuss with their Dual Credit Advisor/Counselor if they wish to withdraw from their college course(s). Students who decide to withdraw must submit the required withdrawal form to the Dual Credit Advisor/Counselor or College Registrar

by the published deadline. Failure to submit the required withdrawal form could result in student receiving a grade of F.

- (a.) Section 51.907 of the Texas Education Code applies to students who enroll in a Texas public institution of higher education for the first time in fall 2007 or later. Based on this law, when you graduate from high school and continue your college education, DCCCD or any other Texas public institution of higher education may not permit students to drop more than six college level credit courses for unacceptable reasons during their entire undergraduate career without penalty. All college level courses dropped after the official drop and add period for the course are included in the six-course limit, including courses dropped at another Texas public institution of higher education, unless it qualifies as an exception.
- (19) Dual Credit High Students are currently exempt from the following state requirements until they graduate from high school. Once students graduate from high school and are no longer exempt they should take care when selecting additional courses to be transferred toward a Baccalaureate degree. House Bill 1172 allows an institution to charge the equivalent of out of state tuition for credit hours taken beyond the state limits.

### State limits are:

- (a.) For students entering public Texas institutions Fall 1999 Summer 2006 who attempt 45 hours beyond what is required for Baccalaureate degree (120 hours).
- (b.) For students entering Fall 2006 and thereafter who attempt 30 hours beyond the hours required for a Baccalaureate degree. It is recommended that students take minimal hours beyond degree requirements to avoid possible higher tuition charges at the institution to which they are transferring.
- (20) Academic freedom is practiced at all DCCCD Colleges and appropriate and essential discipline-specific terminology, concepts and principles are utilized as needed in the classroom setting, including within dual credit classes.

### B. Faculty Qualifications

- (1) The college must select instructors of dual credit courses. This faculty must be regularly employed faculty members of the college or must meet all criteria established for credit instruction in the DCCCD, including SACSCOC criteria. The approval procedures used by the college to select faculty must be the same as that used for faculty teaching at the college campus.
- (2) It is encouraged that high school faculty teaching dual credit classes should also teach a class on the college campus as soon and as often as practical.
- (3) Faculty teaching dual credit classes will meet all expectations for adjunct instructors including attending orientations, faculty meetings, and staff development activities.
- (4) The faculty supervision and evaluation will be the same as that for all instructors at the college. Such evaluations will be conducted by the appropriate division dean or delegate. The student survey of instruction instrument will be administered, and all normal and usual documentation will be completed.

### C. Course Curriculum, Instruction and Grading

(1) Courses offered for dual credit must be THECB approved college-level academic courses and/or THECB college-level workforce education courses and are in agreement with the

- current Texas Education Agency's (TEA) guidelines for graduation requirements in the State of Texas. Students may take no more courses for dual credit than permitted by these TEA course graduation guidelines.
- (2) The college shall ensure that a dual credit course and the college course offered on the college campus are equivalent with respect to curriculum, materials, instruction, and method/rigor of student evaluation.
- (3) Instructors of dual credit courses should be given the opportunity to award high school only or dual credit depending upon student performance. Students in dual credit courses may withdraw from the college course by following college procedures and meeting all deadlines.
- (4) Dual Credit students who retake a dual credit course or enroll in a concurrent (non-dual credit) course will pay tuition for such courses.

### D. Location of Dual Credit Classes

- (1) Dual credit courses may be taught on the college campus or on the high school campus. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, the college shall comply with applicable rules and procedures for offering courses at a distance in THECB Rules, Chapter 4, subchapters P and Q relating to Distance Education and Off-Campus instruction.
- (2) Dual credit courses taught electronically shall comply with the THECB adopted Principles of Good Practice for Courses Offered Electronically.
- (3) Colleges must comply with SACSCOC (Southern Association of Colleges and Schools Commission on Colleges) requirements as it relates to courses being taught off college location.

### E. Composition of Dual Credit Classes

- (1) Dual Credit courses must be taught on the college and/or the high school campus.
- (2) Dual credit classes may be composed of dual credit students only or of dual and college credit students. Exceptions for a mixed class, which would include high school credit-only students, may be allowed by meeting one of the following conditions:
  - a. If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school is otherwise unable to offer such a course; or
  - b. If the high school credit-only students are College Board Advanced Placement students; or
  - c. If the course is a career and technical/college workforce education course and the high school credit-only students are earning articulated college credit.

### F. Student Services

- (1) High school students in dual credit courses will be given access to the college library, accorded appropriate privileges, and have adequate library resources convenient for use at the site where the course is offered.
- (2) High school students in dual credit courses will be provided the academic support services, including academic advising and counseling, as those on the college campus.
- (3) High school students in dual credit courses needing accommodations due to the presence of a disability are responsible for contacting the Disability Services Office of

the sponsoring college and high school. Dual credit course location will determine responsibility for provision of academic accommodations authorized by College Disability Services Office (DSO). Specific accommodations on the high school campus requiring classroom personnel or technology will be authorized by College DSO and provided by the high school. Accommodations for courses offered at the college will be provided by the college.

- (4) If a student is enrolled simultaneously in college and high school in a dual credit program, the two schools may share information regarding the student. This complies with 34 CFR 99.34(b).
- (5) All other services provided to college students will be provided to high school students enrolled in dual credit courses.

### G. Eligible Courses

- (1) Courses to be offered must be college-level courses included in the current edition of the Lower Division Academic Course Guide Manual or the Workforce Education Course Guide Manual approved by THECB. Course name and number are subject to change.
- (2) Dual credit classes must be equal in quality and rigor to classes on the college campus.
- (3) Textbooks, textbook access codes, required course supplies/instructional tools and other materials to be utilized will be those normally used or approved by full-time faculty teaching the course at the college.
- (4) The syllabus will contain all elements common to the syllabi for the same course as taught at the college.
- (5) Regular academic policies applicable to courses taught at the college's main campus must also apply to dual credit courses. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, and the distribution of a syllabus comparable to that utilized on the college campus.
- (6) Colleges will not receive formula funding from the state for PHED 1164 dual credit course. Legislation does not restrict higher education institutions from enrolling dual credit students in PHED 1164, but state funding will not be provided to the college.
- H. Transcription of Credit. Transcription of dual credit courses on a college transcript should be handled exactly as it is for other college-level courses.

### Funding

- (1) State funding for dual credit courses will be available to the public school district and the college based on the current funding rules of the State Board of Education and the Texas Higher Education Coordinating Board.
- (2) The college may claim funding for students getting college credit in core curriculum, select academic courses, career and technical education, and foreign language dual credit courses approved by and in keeping with Texas Higher Education Coordinating Board policies. This provision does not apply to students enrolled in approved Early College High School programs.
- J. Salaries The college may contract to pay the high school the equivalent of the adjunct faculty for the course based on credit hours. A pro rata portion of the salary correlated to enrollment may be appropriate. The high school determines the compensation for its dual credit approved instructor.

K. Tuition and Cost- By written agreement with various high schools, the College District is authorized to offer dual credit enrollment classes to high school students as permitted by Chapter 130 of the Texas Education Code. The Chancellor or designee is authorized to enter into these agreements.

### **Tuition Scholarship:**

- (1) In County- A signed agreement between the college and the school district, charter school, private school, or home school must be on file and indicate students enrolled in dual credit courses shall not pay tuition. One tuition scholarship per dual credit course per student is allowed. Tuition scholarship is not awarded to high school students enrolled in college courses where only college credit is awarded. Such agreements will be made with school districts, charter schools, private schools, or home schools located within Dallas County. Tuition scholarship is not awarded for repeated courses. Student and/or high school are responsible for tuition and additional costs of any repeated course(s).
- (2) Out of County and In State- A signed agreement may be made with a school district, charter school, private school, or home school located outside of Dallas County and within the state of Texas. Tuition will be charged for eligible dual credit courses, including online dual credit courses. Tuition shall be charged at the DCCCD incounty tuition rates. To the extent dual credit courses are to be offered outside of Dallas County and within the State of Texas and involve additional costs for specialized equipment or supplies, the written dual credit agreement shall specify the additional course costs associated with same.
- (3) Students may take no more courses than permitted by the TEA course graduation guidelines.
- L. For the purposes of dual credit, neither the high school nor the college should charge the other any expenses associated with the use of facilities. (As for expenses that might apply specifically to an Early College High School, please refer to the Early College High School Guidelines and/or Agreements/Amendments.
- M. College may charge ISD or high school (public, private, charter or home) as specified in agreement for the cost of textbooks, textbook access codes, specialized equipment, required course supplies, instructional tools and the cost of additional DCCCD personnel to assist in labs/classrooms. Students will be responsible for the cost of textbooks, textbook access codes, required course supplies, and instructional tools when such costs are not being provided by the ISD or high school.
- N. Students may initially take all three component areas of the college's Texas Success Initiative Assessment (TSIA) at no cost and re-test once within each of the three component areas at no cost. For additional testing, student or high school will pay for re-test costs.
- 2. The college may contract with school districts as outlined above to provide remedial courses for students enrolled in a public secondary school in preparation for graduation from high school. Such courses are not eligible for state formula funding. Such courses may not be offered for dual course credit. The college may not waive tuition for remedial courses unless approved by the DCCCD Board.
- 3. Sexual misconduct involving HS students and/or College faculty or students shall be addressed by both the HS and the College. The HS shall promptly report to College administration any

complaints of sexual misconduct made by or against a student, employee or guest of the College. All other misconduct, behavioral problems, and any disciplinary measures resulting therefrom concerning HS students while at the College/ High School are the sole responsibility of the HS. College shall report in writing such disciplinary problems to the HS Administration. College may, at its sole discretion, refuse to admit students with a history of disciplinary problems. Sexual misconduct is any act of sex/gender-based discrimination or harassment, sexual violence, sexual exploitation, relationship violence, sex/gender-based stalking, or any other conduct that threatens the health and safety of any person on the basis of actual, expressed or perceived gender identity.

- 4. Students attending classes on a DCCCD campus must present proof of immunization for bacterial meningitis. Sec. 51.9192 of the Education Code and §21.613 of the TAC states that students must receive a bacterial meningitis vaccination or present the appropriate exemption. Meningococcal conjugate vaccine MenACWY) and meningococcal polysaccharide vaccine (MPSV4) are state approved for this requirement. THECB has noted that vaccination with the MenB vaccine should not replace routine vaccination with MenACWY vaccines.
- 5. As rules and regulations are subject to change, please refer to the DCCCD web catalog at <a href="http://www.1.dcccd.edu/catalog/cattoc.cfm">http://www.1.dcccd.edu/catalog/cattoc.cfm</a> for updated general and academic information for your needs.

Revised Dec. 2016

DCCCD/Educational Policy Dec. 2016/vgh

# Attachment B Mountain View College International Leadership High School

# THECB Approved CORE, Academic and Career Technical Education Courses for Dual Credit 2017-2018

(Some Course Rubrics and/or Numbers are subject to change throughout the year.)

	AGPHS	Colle	AGPHS	AULUS	A CEDLIC	AGPHS	AGPHS	AGPHS	AGPHS	AGPHS	A CINTIC	AUPHS	A CIDITO		AGPHS		AGPHS	AGPHS				School	High	Name of
	College	2	College	Сопеде	211	College	College	College	HS	HX	110	HS	011		College		SH	SH	11.0)	and/or	(College		Taught	Location
	College	:	College	Соледе	3	College	College	College	College	College	2	College	2		College	Сопово	College	College		or HS)	(College		-:-	Faculty
			×			×		×		×					×			×					Term	Fall
	×			×	1		X		X			×	1			<b> </b>	4						Term	Spring
																							Term	Summer
Business 1301	International		Criminal Justice	Economics 2301		Government 2305	English 2323	English 2322	History 1302	History 1301		Sociology 1301			Psychology 2301	Engusti 1301	English 1201	English 1301						DCCCD Course #
	International Business			Introduction to Economics		Federal Government	British Literature II	British Literature I	US History II	US History I	Sociology	Introduction to			General Psychology	Engusa Composition II	חבובו ס	English Composition I						DCCCD Course Title
	ļ								:												#	Course	School	High
	Global Business	Public	Principals of Law,	Economics (core)	(core)	American Government	English IV (core)	English IV (core)	US History (core)	US History (core)	Sociology	Introduction to	(elective)	Psychology	Introduction to	English IV		English IV				A A CARY	Title	High School Course

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							Name of High School
						(College and/or HS)	Location Taught
						(College or HS)	Faculty
							Fall Term
							Spring Term
							Summer Term
		-					DCCCD Course #
							DCCCD Course Title
						Course #	High School
							High School Course Title

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### **Cover Sheet**

### Discuss/Act on the Charge/Alternate Meals Board Policy

**Section:** V. Board Action Items

Item: H. Discuss/Act on the Charge/Alternate Meals Board Policy

**Purpose:** Vote

**Submitted by:** 

**Related Material:** Changes to Policy.pdf

PG\_3-UMF\_FINAL(1).pdf

### **Changes to Policy**

### Rationale for Policy Amendment:

By July 1st, 2017, the TDA is requiring CE's are to have a policy regarding Unpaid Meal charges. The proposed policy addresses TDA's requirements, and also combines our current alternate meals and negative balance policies into one single policy in the format that we are using for all policies moving forward.

### Added Language (See Page 2 of 2):

Effective July 1st, 2017, ILTexas will require each campus to pay the outstanding Unpaid Meals Charges at the end of the school year, out of their Discretionary Funds (420). It is ILTexas' intention that holding each campus accountable for these outstanding balances, will help us to ensure that the Negative Balances carried throughout the school year are at a minimum. Thus, allowing students who want to eat meals at school, to do so. This Policy does not apply to students enrolled in the National School Lunch program. The Campus Administration shall make reasonable efforts to collect any overdue accounts from parents. After reasonable efforts have been expended, prior to the close of the current fiscal year, then the Superintendent shall have the discretion to insure that any shortfalls due to uncollectible debts are settled with available funds (e.g., Discretionary Funds/420 Account), at the Superintendent's discretion.

# INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC. DBA INTERNATIONAL LEADERSHIP OF TEXAS BOARD POLICY MANUAL POLICY GROUP 3 – STUDENTS POLICY PG 3–UMF FOOD AND NUTRITIONAL SERVICE

CHARGE/ALTERNATE MEAL POLICY

ILTexas will offer a maximum of (1) Alternate Meal for breakfast and (2) Alternate Meals for lunch throughout the entire school year to students who have exceeded the charge limit, \$7.00 (paid), \$2.00 (reduced). The Alternate Meal is only offered to prevent students from going without anything at meal time, and is NOT a Federal Requirement. An Alternate meal consists of a fruit, vegetable and milk.

Once students have exceeded the charge and Alternate Meals' limits, they will no longer receive a meal, with the exception of Free and Reduced Students. Parents must pay the balance in order for their child(ren) to continue to receive school meals or send their child(ren) to school with meals until they are in a position to pay the balances. If a parent has experienced recent hardship, they may submit a Free/Reduced application at any time during the school year.

Parents will receive weekly notifications via email, text, or phone when their child(ren) have a negative balance of -\$.01 or more. Campuses print negative balance letters every week and distribute them to the students. Parents also have the ability to setup their own balance notifications through our online payment portal, My School Bucks, www.myschoolbucks.com.

ILTexas ofrecerá un máximo de (1) comida alternativa para el desayuno y (2) comidas alternativas para el almuerzo durante todo el año escolar a los estudiantes que hayan excedido el límite de cargos, \$ 7.00 (de pago), \$ 2.00 (reducido). La comida alternativa solo se ofrece para evitar que los estudiantes se vayan sin nada a la hora de comer y NO es un requisito federal. Una comida alternativa consiste en una fruta, verdura y leche.

Una vez que los estudiantes hayan superado el límite de comidas y comidas alternativas, ya no recibirán comidas. Con la excepción de estudiantes que reciben comidas gratuitas y reducidas. Los padres deben pagar el balance de las cuentas para que sus hijos continúen recibiendo comidas en la escuela o enviar a sus hijos a la escuela con algo de comer. Si un padre ha sufrido dificultades recientes, puede presentar una solicitud Gratis / Reducida en cualquier momento durante el año escolar.

Los padres recibirán notificaciones semanales por correo electrónico, texto o teléfono cuando su hijo (s) tenga un balance negativo de \$ 01 o más. Las escuelas imprimen cartas de balance negativo cada semana y las distribuyen a los estudiantes. Los padres también tienen la capacidad de configurar sus propias notificaciones de balances negativos a través de nuestro portal de pagos en línea, My School Bucks, www.myschoolbucks.com.

DATE ADOPTED: June 21, 2017 PAGE 1 OF 2

# INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC. DBA INTERNATIONAL LEADERSHIP OF TEXAS BOARD POLICY MANUAL POLICY GROUP 3 – STUDENTS POLICY PG 3–UMF FOOD AND NUTRITIONAL SERVICE

CHARGE/ALTERNATE MEAL POLICY

Effective May 2nd, 2017, students will no longer be allowed to charge meals to a negative account. This is part of end of year accounting and closing out the food service books. Students with a positive balance of \$3.50 or more may charge meals to their account. If their account is below \$3.50, cashiers will NOT have the ability to ring up a meal. The price for a Paid breakfast is \$2.00, reduced is \$.30. The price for a Paid lunch is \$3.50, reduced is \$.40. You may continue to add money to your child's account either online through our website, www.iltexas.org, login to your www.myschoolbucks.com account, or you may send money to school with your child. Please understand that effective May 2nd through the end of the school year, that we cannot charge meals and we cannot give free meals to students who are not in a free status. Please help us to ensure that your child is able to eat meals at school by paying off their balances and adding funds to their account. If this is not feasible, please send your child(ren) to school with a lunch.

Que desde el 2 de mayo de 2017, los estudiantes con balances negativos no van a tener acceso a más cargos en sus cuentas de la comida. Esto es parte del proceso final en la contabilidad y del cierre de los libros del departamento de Nutrición. Los estudiantes con un balance positivo de \$ 3.50 o más pueden cargar las comidas. Si su saldo es de menos de 3.50, los cajeros no van a tener acceso cargos en la cuenta de la comida. El precio de un desayuno es de \$ 2.00, y el reducido es de \$.30. El precio de una comida es de \$ 3.50, \$ 0.40 si las comidas son reducidas.

Puede seguir añadiendo dinero a la cuenta de su hijo, ya sea en línea a través de nuestro sitio web, www.iltexas.org, puede entrar al www.myschoolbucks.com, mediante el uso de los sobres en la oficina, o enviando el dinero con su hijo.

Por favor no sé olvide que desde el 2 de mayo hasta el final del año escolar, los estudiantes no van a poder cargar más comidas y no podremos dar comidas gratuitas a los que no tienen dinero y no reciben comidas gratis. Ayúdenos a asegurar que su hijo pueda comer en la escuela pagando el balance y añadiendo fondos en la cuenta.

Effective July 1st, 2017, ILTexas will require each campus to pay the outstanding Unpaid Meals Charges at the end of the school year, out of their Discretionary Funds (420). It is ILTexas' intention that holding each campus accountable for these outstanding balances, will help us to ensure that the Negative Balances carried throughout the school year are at a minimum. Thus, allowing students who want to eat meals at school, to do so.

This Policy does not apply to students enrolled in the National School Lunch program.

The Campus Administration shall make reasonable efforts to collect any overdue accounts from parents. After reasonable efforts have been expended, prior to the close of the current fiscal year, then the Superintendent shall have the discretion to insure that any shortfalls due to uncollectible debts are settled with available funds (e.g., Discretionary Funds/420 Account), at the Superintendent's discretion.

DATE ADOPTED: June 21, 2017 PAGE 2 OF 2

### **Attachments**

The following files are attached to this PDF: You will need to open this document in an application that supports attachments (i.e. <a href="Adobe Reader">Adobe Reader</a>) in order to access these files.

Summer 2017 PD Cal.xlsx